

AGENDA
VILLAGE OF WHEELING REGULAR MEETING
TUESDAY, JANUARY 19, 2010 AT 6:30 P.M.
BOARD ROOM, 2 COMMUNITY BOULEVARD,
WHEELING, ILLINOIS
VILLAGE PRESIDENT JUDY ABRUSCATO PRESIDING

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES:** Regular Meeting of January 4, 2010
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 8. ADMINISTRATION OF OATHS**
- 9. CITIZEN CONCERNS AND COMMENTS**
- 10. STAFF REPORTS**
- 11. CONSENT AGENDA - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other regular Agenda items.**
 - A. Resolution** Authorizing the Village President and Clerk to Execute a Termination Agreement for Right of First Refusal to Purchase Real Estate
 - B. Resolution** Approving the Settlement of Pending Litigation Between the Village of Wheeling, Estate of Corey Diamond, Brandon Forshall and Elliott Cellini
- 12. OLD BUSINESS**
- 13. NEW BUSINESS All listed items for discussion and possible action**
 - A. DISCUSSION RE:** TIF Request from International Aviation for a New Hangar

- B. **Resolution** Waiving Competitive Bidding and Accepting a Proposal from Steiner Electric for a LED Street Light Replacement Program Utilizing Energy Efficiency and Conservation Block Grant (EECBG) Formula Funding
- C. **Resolution** Awarding a Façade Improvement Grant for Goodyear/Checkpoint Tire Center, 723 W. Dundee Road
- D. **Ordinance** Granting Special Use and Associated Site Plan Approval for Installation of a 150' Monopole Tower (160' with lightning rod) and Ground Equipment Shelter on a portion of the property known as 910 McHenry Road (Docket No. 2009-23)
- 14. **OFFICIAL COMMUNICATIONS**
- 15. **APPROVAL OF BILLS** December 31, 2009 – January 13, 2010
- 16. **EXECUTIVE SESSION**
- 17. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**
- 18. **ADJOURNMENT**

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.A.

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Tuesday, January 19, 2010


TITLE OF ITEMS SUBMITTED: A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A TERMINATION AGREEMENT AND AGREEMENT FOR RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE.

SUBMITTED BY: James V. Ferolo, Village Attorney

BASIC DESCRIPTION OF ITEM: The Resolution authorizes the execution of a Termination Agreement relative to the contracts to sell Village owned property at 233 Hintz road and to purchase the property at 231 S. Wheeling Road. Additionally, the Village is being provided a Right of First Refusal to Purchase the property at 231 S. Wheeling Road.

EXHIBIT(S) ATTACHED: Resolution

RECOMMENDATION: Submitted for Approval

SUBMITTED FOR APROVAL: Village Manager 

RESOLUTION NO. 10-_____

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND
CLERK TO EXECUTE A TERMINATION AGREEMENT AND AGREEMENT FOR
THE RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE.**

WHEREAS, the Village of Wheeling, Cook and Lake Counties, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village of Wheeling, Cook and Lake Counties, Illinois is a home rule municipality is authorized to enter into contracts for the sale and purchase of real property and is doing so pursuant to this Resolution; and

WHEREAS, the Village President and the Board of Trustees have determined that the Village's interests would be well-served by terminating the real estate contracts for the purchase of the property at 231 South Wheeling Road and for the sale of the property at 233 Hintz Road, Wheeling, Illinois; and

WHEREAS, the Village is additionally being granted the right of first refusal to purchase the Real Estate at 231 S. Wheeling Road in the event the property is offered for sale in the future.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES,
ILLINOIS, AS FOLLOWS:**

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Wheeling approves, authorizes and directs the President and Clerk of the Village of Wheeling to execute the Termination Agreement and Agreement for the Right of First Refusal to Purchase Real Estate attached hereto as Exhibit A.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

Trustee _____ moved, seconded by Trustee _____ that Resolution No. 010-____ be adopted.

President J. Abruscato _____
Trustee D. Argiris _____
Trustee K. Brady _____
Trustee R. Heer _____

Trustee P. Horcher _____
Trustee R. Lang _____
Trustee D. Vogel _____

ADOPTED this _____ day of _____, 2010, by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Village President

ATTEST:

Village Clerk

EXHIBIT A-TERMINATION AGREEMENT

This space reserved for Recorder's use only.

**TERMINATION AGREEMENT AND AGREEMENT FOR RIGHT OF FIRST
REFUSAL TO PURCHASE REAL ESTATE**

This Termination Agreement and Agreement for Right of First Refusal to Purchase Real Estate ("**Agreement**") is entered into between 233 Hintz, LLC ("**233 Hintz**"), Palumbo Bros., Inc. ("**Palumbo**") and the Village of Wheeling ("**Village**").

WHEREAS, 233 Hintz, as Buyer, and the Village, as Seller, had entered into that certain Contract for the Purchase and Sale of Property dated September 29, 2009 for improved real estate owned by Seller located at 233 W. Hintz Road, Wheeling, Illinois (the "**Hintz Road Contract**"); and

WHEREAS, the Village, as Buyer, and Palumbo, an affiliate of 233 Hintz, as Seller, entered into that certain Contract for the Purchase and Sale of Property dated September 29, 2009, for improved real estate owned by Palumbo located at 231 S. Wheeling Road, Wheeling, Illinois (the "**Wheeling Road Contract**"); and

WHEREAS, the Hintz Road Contract provides for a closing of December 31, 2009; and

WHEREAS, 233 Hintz has the right to terminate the Hintz Road Contract prior to closing if the zoning relief it is seeking cannot be obtained for whatever reason; and

WHEREAS, 233 Hintz's performance of the Hintz Road Contract is contingent upon 233 Hintz, prior to closing, obtaining all zoning amendments, variances and special use permits necessary in order to construct and operate an asphalt plant and other appurtenant facilities on the 233 W. Hintz Road property and adjoining property, (collectively, "**Approvals**"); and

WHEREAS, 233 Hintz cannot obtain the Approvals before December 31, 2009, thus it elects to terminate the Hintz Road Contract; and

WHEREAS, the Village's purchase of 231 Wheeling is contractually scheduled to close on May 31, 2011; and

WHEREAS, the Village desires not to close under the Wheeling Road Contract, unless 233 Hintz closes under the Hintz Road Contract; and

WHEREAS, the parties desire to terminate the Hintz Road Contract and the Wheeling Road Contract to avoid further expense in continuing due diligence investigations pursuant to such contracts and to terminate any remaining liabilities of either party under the contracts, if any; and,

WHEREAS, as consideration for the Village's termination of the 231 Wheeling Road Contract, Palumbo has agreed to grant the Village a Right of First Refusal to purchase the 231 Wheeling Road property ("ROFR") in accordance with the terms below.

NOW THEREFORE, in consideration of the premises and other mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. TERMINATION OF PENDING REAL ESTATE CONTRACTS

1. Upon the date of the execution of this Agreement by the last party to sign, as indicated on the date referenced next to each parties' signature, the Hintz Road Contract is terminated, and thereafter neither the Village nor 233 Hintz shall have any further rights or obligations under the Hintz Road Contract, all of such rights and obligations being hereby extinguished. Upon termination of the Hintz Road Contract, the earnest money deposited pursuant to such Contract shall be returned to 233 Hintz.
2. Upon the date of the execution of this Agreement by the last party to sign, as indicated on the date referenced next to each parties' signature, the Wheeling Road Contract is terminated and thereafter neither Palumbo nor the Village shall have any further rights or obligations under the Wheeling Road Contract, all of such rights and obligations being hereby extinguished with the exception of those rights and obligations set forth in the Right of First Refusal granted below. Upon termination of the Wheeling Road Contract, the earnest money deposited pursuant to such Contract shall be returned to the Village.

II. RIGHT OF FIRST REFUSAL

1. **GRANT OF THE RIGHT OF FIRST REFUSAL.** Palumbo hereby grants the Village a ROFR on the property at 231 Wheeling Road, Wheeling, IL 60090, (hereinafter the "231 Property") legally described in Exhibit A attached hereto. The Village shall exercise the ROFR as hereinafter set forth.

2. **BONA FIDE PURCHASER.**

A. In the event Palumbo receives a bona fide offer to purchase the 231 Property (the "**Bona Fide Offer**") on terms and conditions, including a specified purchase price, as Palumbo may from time to time be willing to sell the 231 Property to a bona fide third party purchaser (the "**Bona Fide Purchaser**"), Palumbo shall, within five (5) business days of the receipt of the Bona Fide Offer, promptly give written notice to the Village (the "**Notice**") notifying the Village of the proposed sale. The Notice shall set forth the terms of the proposed sale, including the purchase price, and that Palumbo is willing to sell the 231 Property to the Village on the same terms and conditions, including the purchase price, as set forth in the Bona Fide Offer, a true, complete and accurate copy of which shall be attached to the Notice.

B. The Village shall have thirty (30) business days after the Village's receipt of the Notice (the "**Notice Period**") to notify Palumbo, by written Notice, of its election to exercise the ROFR under the same terms and conditions, including purchase price, as set forth in the Bona Fide Offer (the "**Election Notice**"). The Village's failure to provide Election Notice shall constitute a waiver of the ROFR.

C. If the ROFR is waived, Palumbo may thereafter sell the 231 Property to the Bona Fide Purchaser making the Bona Fide Offer, upon the terms, conditions and purchase price as set forth in the Notice, and the Village shall have no further rights under the ROFR. If title to the 231 Property is not transferred to the Bona Fide Purchaser pursuant to the terms set forth in the Notice, the ROFR in favor of the Village shall remain in full force and effect.

D. If the Election Notice is issued, the Parties agree to modify the Chicago Title Insurance Company "Illinois Form B" real estate purchase agreement, attached as Exhibit B (the "**Purchase Agreement**") to incorporate the purchase price and such revisions as may be necessary to address any special terms and conditions contained in the Bona Fide Offer.

3. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be in writing and served upon the Parties and deemed received: A) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery with confirmation of service, or B) by facsimile transmission on the day of transmission between the business hours of 9:00 AM and 5:00 PM, with the original Notice, together with a copy of the confirmation of receipt, if addressed to the Parties as follows:

If to the Village:

Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090
Attn: Jon Sfondilis
Village Manager
Fax: 847-215-5175

With a copy to:

Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, IL 60601
Attn: James V. Ferolo, Attorney
PHN: 312-984-6433
FAX: 312-606-7077

If to the Grantee:

Sebastian S. Palumbo
Palumbo Bros, Inc
233 Center Street
Hillside, IL 60162
Fax: 708/574-4744

With a copy to:

William T. Dwyer, Jr.
O'Rourke, Hogan, Fowler & Dwyer
10 South LaSalle St. - Suite 2900
Chicago, IL 60602
Fax: 312/739-3535

4. **TIME IS OF THE ESSENCE.** The Parties mutually agree that time is of the essence. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

5. **PARAGRAPH HEADINGS.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

6. **INTERPRETATION.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Additionally, if the Grantee is a Trust, Grantee shall also mean the Beneficiary or Beneficiaries of the Trust.

7. **APPLICABLE LAW AND PARTIES BOUND.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and shall be binding upon and

inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

8. **ATTORNEYS' FEES.** In the event either Party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing Party.

9. **COMPLETENESS AND MODIFICATIONS.** This Agreement and Exhibits referenced herein constitute the entire agreement between the Parties with respect to ROFR, and shall supersede all prior discussions, understandings or agreements between the Parties. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by the Parties hereto.

10. **MERGER OF TITLE.** The obligations, representations and warranties by the Grantee and Grantor contained herein shall not merge with the transfer of title.

11. **SEVERABILITY.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **UNIFORM VENDOR AND PURCHASER RISK ACT.** The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.

13. **RECORDING OF AGREEMENT.** This Agreement may be recorded against the 231 Property by the Village.

14. **TERM OF AGREEMENT.** This Agreement shall run with the 231 Property until the date of termination of the ROFR.

15. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

16. **EFFECTIVE DATE.** The later of the date next to the respective Party's signature line is hereinafter referred to as the "Effective Date".

17. **EXHIBITS.** The following Exhibits are attached to this Agreement and made a part hereof.

<u>Exhibit A</u>	Legal Description 231 Property
<u>Exhibit B</u>	Form Real Estate Sales Contract

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to their respective signatures below.

233 Hintz, LLC

By: _____
Sebastian S. Palumbo, Manager

Date Executed: _____

Palumbo Bros., Inc.

By: _____
Samuel S. Palumbo, Jr., President

Date Executed: _____

Village of Wheeling
An Illinois Municipal Corporation

By: _____
Name: _____
Title: Village President

ATTEST:

By: _____
Name: _____
Title: Village Secretary

Date Executed: _____

STATE OF ILLINOIS,
COUNTY OF _____ ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Sebastian S. Palumbo is personally known to me be the Manager of 233 Hintz, LLC, a limited liability company (the "LLC"), and is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager of the LLC, he signed and delivered the said instrument and caused the seal of the LLC to be affixed thereto, pursuant to authority given by the Members of the LLC, and as his free and voluntary act, and as the free and voluntary act and deed of the LLC, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2010.

Notary Public

STATE OF ILLINOIS,
COUNTY OF _____ ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Judy Abruscato and Elaine Simpson, are personally known to me to be the Village President and Village Clerk, respectively, of the Village of Wheeling, an Illinois municipal corporation (the "Village") and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Village President and Village Clerk, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument pursuant to the authority given by the Village of Wheeling Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth, and that Village Clerk, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto.

GIVEN UNDER my hand and Notarial Seal this _____ day of _____,
2010.

Notary Public

STATE OF ILLINOIS,
COUNTY OF _____ ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Samuel S. Palumbo, Jr. is personally known to me be the President of Palumbo Bros., Inc., a _____ corporation (the "**Corporation**"), and is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President of the Corporation, he signed and delivered the said instrument and caused the seal of the Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the Corporation, and as his free and voluntary act, and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2010__.

Notary Public

EXHIBIT A

Legal Description
231 Property

EXHIBIT A

ADDRESS AND LOCATION

Orange Crush Asphalt Plant
231 South Wheeling Road
Wheeling, Illinois 60090

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF WALNUT STREET AND THE SOUTH LINE OF LOT 3, BEING THE SOUTH LINE OF OWNER'S DIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EASTERLY OF AND NORTHERLY OF A DIAGONAL LINE DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH IS 519.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 10 AND 1,121.60 FEET WEST OF THE EAST LINE OF SAID SECTION 10 (AS MEASURED ALONG PARALLEL LINES RESPECTIVELY); THENCE SOUTHEASTERLY 1,821.52 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10, WHICH IS 1,960.86 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 10, EXCEPT THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 3 IN OWNER'S DIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND A DIAGONAL LINE DESCRIBED AS COMMENCING AT A POINT WHICH IS 519.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 10 AND 1,120.60 FEET WEST OF THE EAST LINE OF SAID SECTION 10 (AS MEASURED ALONG PARALLEL LINES RESPECTIVELY) THENCE SOUTHEASTERLY 1,821.52 FEET TO THE POINT OF ENDING IN THE EAST LINE OF SAID SECTION 10, WHICH IS 1,960.86 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTHEASTERLY ALONG THE AFOREMENTIONED DIAGONAL LINE 620.89 FEET TO ITS POINT OF ENDING AFORESAID; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10 AFORESAID 80.29 FEET; THENCE NORTHWESTERLY ON A CURVE CONCAVE SOUTHWESTERLY ALONG A RADIUS OF 235.71 FEET, AN ARC DISTANCE OF 16.86 FEET, TO A POINT OF TANGENCY ON A LINE 50.00 FEET NORTHEASTERLY (AS MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE AFOREMENTIONED DIAGONAL LINE; THENCE NORTHWESTERLY ON THE AFOREMENTIONED PARALLEL LINE 501.91 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 3 AFORESAID 63.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD (SOO LINE) AND EAST OF THE EAST RIGHT-OF-WAY LINE OF WHEELING ROAD, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHWEST QUARTER WHICH IS 1,960.86 FEET (29.71 CHAINS) SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 11; THENCE EAST ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 06 MINUTES 39 SECONDS FROM NORTH TO EAST WITH THE WEST LINE IF SAID NORTHWEST QUARTER (SAID LINE BEING THE NORTH LINE OF LOT 5 IN HERZOG'S FIRST INDUSTRIAL SUBDIVISION RECORDED DECEMBER 13, 1955 AS DOCUMENT 1639763, EXTENDED WEST A DISTANCE OF 246.60 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY OF SAID RAILROAD; THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD A DISTANCE OF 477.79 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD WITH THE SOUTH LINE OF WALNUT STREET (AS RECORDED IN HUNTERSVILLE, ETC., ON MARCH 12, 1894 AS DOCUMENT 2007362) EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE OF WALNUT STREET EXTENDED EAST A DISTANCE OF 94.52 FEET MORE OR LESS TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHWEST QUARTER, WHICH IS 1,960.86 FEET (29.71 CHAINS) SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 11; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 80.29 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 235.71 FEET, AN ARC DISTANCE OF 86.70 FEET TO A POINT ON THE NORTH LINE OF LOT 5 IN HERZOG'S FIRST INDUSTRIAL SUBDIVISION RECORDED DECEMBER 13, 1955 AS DOCUMENT 1639763N EXTENDED WEST, 34.16 FEET EASTERLY FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 5 EXTENDED WEST 34.16 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 OF ROCK ROAD CONSTRUCTION COMPANY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF FILED ON NOVEMBER 16, 1973 AS LR2727842, EXCEPTING THEREFROM THAT PART OF LOT 1 IN ROCK ROAD CONSTRUCTION COMPANY SUBDIVISION, AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE

NORTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 34.16 FEET; THENCE SOUTHEASTERLY ON A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 235.71 FEET, AN ARC DISTANCE OF 52.64 FEET; THENCE SOUTH PARALLEL WITH THE WETS LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 0.08 OF A FOOT TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 64.94 FEET SOUTHEASTERLY FROM THE POINT OF BEGINNING ; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LONE OF LOT 1, A DISTANCE OF 64.94 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. ALSO EXCEPTING THAT PART DESCRIBED IN THE WARRANTY DEED TO WISCONSIN CENTRAL, LTD RECORDED FEBRUARY, 1996 AND DESCRIBED AS FOLLOWS: THAT PART OF LOTS 1 AND 2 OF ROCK ROAD CONSTRUCTION COMPANY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID ROCK ROAD SUBDIVISION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 AND THE EAST LINE OF LOT 1 OF SAID SUBDIVISION, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF WISCONSIN CENTRAL RAILROAD 563.35 FEET TO THE CENTER LINE OF DRAINAGE EASEMENT; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF DRAINAGE EASEMENT TO THE WEST LINE OF LOT 2 OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, 495.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 164701 SQUARE FEET OR 3.781 ACRES MORE OR LESS

Tax Key Parcel Numbers

03-10-201-037-0000
03-11-100-011-0000
03-11-100-040-0000

EXHIBIT B

Form Real Estate Sales Contract
(Insert Chicago Title Form Purchase Agreement "Illinois Form B")

CHICAGO TITLE INSURANCE COMPANY

REAL ESTATE SALE CONTRACT

ILLINOIS FORM B *

1. _____ (Purchaser)
agrees to purchase at a price of \$ _____ on the terms set forth herein, the following described
real estate in _____ County, Illinois:
commonly known as _____, and with approximate
lot dimensions of _____ x _____, together with the following property presently located thereon:

2. _____ (Seller)
agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to
be conveyed to Purchaser or nominee title thereto by a recordable _____ deed, with release of homestead
rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and
utility easements and roads and highways, if any; (c) party wall rights and agreements, or any; (d) existing leases and tenancies (as
listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed, (f) installments not due at the
date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if
any; (h) general taxes for the year _____ and subsequent years including taxes which may accrue by reason of new of
additional improvements during the year(s) _____; and to

3. Purchaser has paid \$ _____ as earnest money to be applied on the purchase price, and agrees to pay or satisfy
the balance of the purchase price, plus or minus prorations, at the time of closing as follows: *(strike language and subparagraphs not
applicable)*

(a) The payment of \$ _____

(b) The payment of \$ _____ and the balance payable as follows:

to be evidenced by the note of Purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured
by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B,
or, in the absence of this attachment, the forms prepared by _____ and identified as
Nos. _____, ** and by a security agreement (as to which Purchaser will execute or cause to be executed such financing
statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an
assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D.
Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the
Chicago Title Insurance Company.

(**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust
deed shall be in the forms used by The Chicago Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal
indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ _____ bearing interest at the
rate of _____ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness
at the time of closing and the balance of the purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by
the surveyor as having been made, in compliance with the Illinois Land Survey Standards.

5. The time of closing shall be on _____ or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of _____ or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission to _____ in the amount set forth in the broker's listing contract or as follows:

7. The earnest money shall be held by _____ for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within _____ days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this contract.

Dated:

Purchaser:

Address:

Purchaser:

Address:

Seller:

Address:

Seller:

Address:

CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (If one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the second page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (Strike subparagraphs not applicable):

(a) _____ % of the most recent ascertainable taxes;

(b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reparation letter attached hereto and incorporated herein by reference.

(c) [Other] _____

The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:

All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (Strike one.)

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. *(Strike paragraph if inapplicable.)*

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

9.

Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

Alternative 2:

Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.

Alternative 3:

With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows:

(Strike two of the three alternatives.)

10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (do) (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)


(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.

(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lenders. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.B.

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	Tuesday, January 19, 2010
TITLE OF ITEMS SUBMITTED:	A RESOLUTION APPROVING THE SETTLEMENT OF PENDING LITIGATION BETWEEN THE VILLAGE OF WHEELING, ESTATE OF COREY DIAMOND, BRANDON FORSHALL AND ELLIOT CELLINI
SUBMITTED BY:	James V. Ferolo, Village Attorney
BASIC DESCRIPTION OF ITEM:	The Resolution approves the settlement of pending litigation.
EXHIBIT(S) ATTACHED:	Resolution
RECOMMENDATION:	Submitted for Approval
SUBMITTED FOR APROVAL:	Village Manager 

RESOLUTION NO. 10-_____

**A RESOLUTION APPROVING THE SETTLEMENT OF PENDING LITIGATION
BETWEEN THE VILLAGE OF WHEELING, ESTATE OF COREY DIAMOND,
BRANDON FORSHALL AND ELLIOT CELLINI**

WHEREAS, the Village of Wheeling, Cook and Lake Counties, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village of Wheeling, Cook and Lake Counties, Illinois is a home rule municipality is authorized to settle litigation filed against it; and

WHEREAS, on July 23, 2006 two automobiles collided in the Village at the intersection of Schoenbeck and Dundee Roads, resulting in injuries to Brandon Forshall and Elliot Cellini, and resulting in the death of Corey Diamond; and

WHEREAS, the Village of Wheeling, the Village of Buffalo Grove, the Village of Gurnee and U-Haul were sued by Elliot Cellini on August 10, 2006 in the Circuit Court of Cook County, case number 2006 L 8480, with regards to the aforementioned automobile collision; and

WHEREAS, the Village of Wheeling, the Village of Buffalo Grove, the Village of Gurnee and U-Haul were sued by Brandon Forshall and Jerry Forshall on August 10, 2006 in the Circuit Court of Cook County, case number 2006 L 8504, with regards to the aforementioned automobile collision; and

WHEREAS, the Village of Wheeling, the Village of Buffalo Grove, the Village of Gurnee and U-Haul were sued by the Estate of Corey Diamond on August 10, 2006 in the Circuit Court of Cook County, case number 2006 L 8506, with regards to the aforementioned automobile collision; and

WHEREAS, it is alleged against the Village of Wheeling that the emergency vehicle warning system at the intersection of Schoenbeck and Dundee Roads was not operating properly; and

WHEREAS, the Village denies any liability on its behalf in each of the aforementioned lawsuits and disputes each and every claim made therein; and

WHEREAS, the Village has determined that settlement of each of the aforementioned lawsuits is in the best interests of the Village given the cost of continuing the lawsuits compared to the amount of the settlements and the finality that settlement permits; and

WHEREAS, the Village President and the Board of Trustees have determined that the best interests of the Village would be well-served by the acceptance and approval of the proposed settlements in each of the aforementioned lawsuits in the amounts indicated below.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, that the settlement of the aforementioned lawsuits in the following amounts is approved:

1. Elliot Cellini
2. Estate of Corey Diamond
3. Brandon Forshall and Jerry Forshall

Forty Thousand Dollars (\$40,000.00);
Eighteen Thousand Dollars (\$18,000.00);
Two Thousand Dollars (\$2,000.00).

Trustee _____ moved, seconded by Trustee _____ that Resolution No. 10-____ be adopted.

President Abruscato _____

Trustee Argiris _____
Trustee Brady _____
Trustee Heer _____


Trustee Horcher _____
Trustee Lang _____
Trustee Vogel _____

ADOPTED this _____ day of _____, 2010, by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato
Village President

ATTEST:

Elaine Simpson
Village Clerk

DATE: January 14, 2010
TO: Jon Sfondilis, Village Manager
FROM: Peter Vadopalas, Director of Economic Development 
SUBJECT: HANGAR TIF REQUEST – INTERNATIONAL AVIATION

Attached is background information on a TIF-funding request submitted by International Capital & Management Company (ICMC) on behalf of International Aviation for the construction of a 30,000 sq. ft. hangar facility at Chicago Executive Airport (CEA). The proposed site totals 1.43 acres immediately adjacent to Hangar 19 and is located within the Southeast TIF District.

ICMC represents a medical organization that is seeking a Chicagoland location to construct a new hangar facility, and has reviewed opportunities at several regional airports. While ICMC has indicated that Wheeling best suits their needs in terms of location, it also presents the highest operational expenses among the area airports that were considered. This TIF request differs from past requests in that the TIF funding is proposed to help offset ongoing operational costs at CEA. A comparison of property taxes and fuel charges among the various airports was provided by ICMC and is summarized on Slide #10 of the attached presentation.

ICMC requests \$500,000 in reimbursements for TIF eligible expenses toward their estimated project cost of \$4,646,700. This TIF request approximates 11% of total project costs.

The incremental property taxes generated by this facility are projected to be \$125,000 annually. Attached is the latest installment property tax bill for Hangar 19, which is comparable in size to the proposed hangar, and which represents an annual tax bill totaling \$108,500.

ICMC requests the opportunity to present this project and funding request to the Village Board at the January 19th meeting. If the Board supports the request in principle, the staff recommendation would be to engage a third party TIF consultant to review the project costs in addition to the operational costs at competing airports. This latter analysis is needed to justify the appropriateness of this TIF request as a means to address the higher costs associated with the operation of a hangar facility at CEA.

Please let me know if any additional information would be useful prior to the January 19 meeting.

Thank you.

PAY ONLY THIS AMOUNT
\$ 56,388.75
 BY 12/01/09 (on time)

2008 Second Installment Property Tax Bill

Property Index Number (PIN) 03-13-200-029-8003 Volume 232 Code 38215 Tax Year 2008 (Payable In) 2009 Township WHEELING

IF PAID LATE 12/02/09 - 01/01/10
\$ 57,234.58

IF PAID LATE 01/02/10 - 02/01/10
\$ 58,080.41

IF PAID LATE 02/02/10 - 03/01/10
\$ 58,926.24

THANK YOU FOR YOUR FIRST INSTALLMENT PAYMENT OF:
\$ 52,135.80 ON 03-02-09

PAY THIS BILL AT COOKCOUNTYTREASURER.COM OR ANY CHASE BANK.

LATE PENALTY
 IS 1.5% PER MONTH,
 BY STATE LAW.

Property location and classification for this PIN
 1061 S WOLF RD WHEELING IL

Property Classification 5-97

Taxing District	2008 Tax	2008 Rate	2008 %	Pension	2007 Tax	2007 Rate
MISCELLANEOUS TAXES						
Northwest Mosquito Abatement	127.60	0.008	0.12%		121.83	0.008
Metro Water Reclamation District	4,019.43	0.252	3.70%	239.25	4,005.17	0.263
Indian Trails Public Library	4,912.63	0.308	4.53%	382.80	4,522.95	0.297
Miscellaneous Taxes Total	9,059.66	0.568	8.35%		8,649.95	0.568
SCHOOL TAXES						
Harper Community College Dist 512	4,083.23	0.256	3.76%	47.65	3,959.49	0.260
Community High School District 214	25,312.82	1.587	23.32%	972.95	24,685.88	1.621
Wheeling CC School District 21	50,418.30	3.161	46.46%	1,132.45	48,031.64	3.154
School Taxes Total	79,814.35	5.004	73.54%		76,677.01	5.035
MUNICIPALITY/TOWNSHIP TAXES						
TIF-Wheeling-Southeast	***	***	***		0.00	0.000
Village of Wheeling	11,276.73	0.707	10.39%	1,914.01	10,264.21	0.674
Road & Bridge Wheeling	191.40	0.012	0.18%		182.75	0.012
General Assistance Wheeling	143.55	0.009	0.13%		137.06	0.009
Town Wheeling	606.10	0.038	0.56%		578.69	0.038
Municipality/Township Taxes Total	12,217.78	0.766	11.26%		11,162.71	0.733
COOK COUNTY TAXES						
Cook County Forest Preserve District	813.46	0.051	0.75%	15.95	807.13	0.053
Consolidated Elections	0.00	0.000	0.00%		182.75	0.012
County of Cook	3,572.83	0.224	3.30%	1,100.55	2,832.55	0.186
Cook County Public Safety	1,674.76	0.105	1.54%		2,543.21	0.167
Cook County Health Facilities	1,371.71	0.086	1.26%		1,416.28	0.093
Cook County Taxes Total	7,432.76	0.466	6.85%		7,781.92	0.511
(Do not pay these totals)	108,524.55	6.804	100.00%		104,271.59	6.847

TAX CALCULATOR

2007 Assessed Value 535,490
 2008 Assessed Value = 535,490
 2008 State Equalization Factor X 2.9786
 2008 Equalized Assessed Value (EAV) = 1,595,011
 2008 Local Tax Rate X 6.804%
 2008 Total Tax Before Exemptions = 108,524.55
 Homeowner's Exemption - .00
 Senior Citizen Exemption - .00
 Senior Assessment Freeze Exemption - .00
 2008 Total Tax After Exemptions = 108,524.55
 First Installment 52,135.80
 Second Installment + 56,388.75
 Total 2008 Tax (Payable In 2009) = 108,524.55

PALWaukee AVIATION
 1061 S WOLF RD
 WHEELING IL 60090-6470

IF YOUR TAXES ARE PAID BY MORTGAGE ESCROW, BE SURE NOT TO DOUBLE PAY.

PAYMENT COUPON
\$ 56,388.75
 BY 12/01/09 (on time)
 If paying later, refer to amounts above.

See the reverse side of this bill for detailed payment instructions.
 Please include only one check and one original payment coupon
 per envelope. Use of this coupon authorizes Treasurer's Office
 to reduce check amount to prevent overpayment.

***Visit cookctyclerk.com for information
 about TIFs and for TIF revenue distributions.

Property Index Number (PIN) 03-13-200-029-8003 Volume 232

Amount Paid

Include name, PIN, address, location, phone and
 e-mail on check payable to Cook County Treasurer.

Name/Mailing Address change? Check box and complete form on back to update your name and/or mailing address.

00056388755 031320002980033 00829 00057234580 00058080415 00058926242



20 03-13-200-029-8003 0 08 4 215179
 PALWaukee AVIATION
 OR CURRENT OWNER
 1061 S WOLF RD
 WHEELING IL 60090-6470

COOK COUNTY TREASURER
 PO BOX 4488
 CAROL STREAM IL 60197-4488



03132000298003/0/08/F/0005638875/2

HANGER 19 PROPERTY TAXES

PLEASE INCLUDE WITH PAYMENT



Private Merchant Bankers

International Aviation *at Chicago Executive Airport*

Presented to: Village of Wheeling

Presented by: Mike Allietta

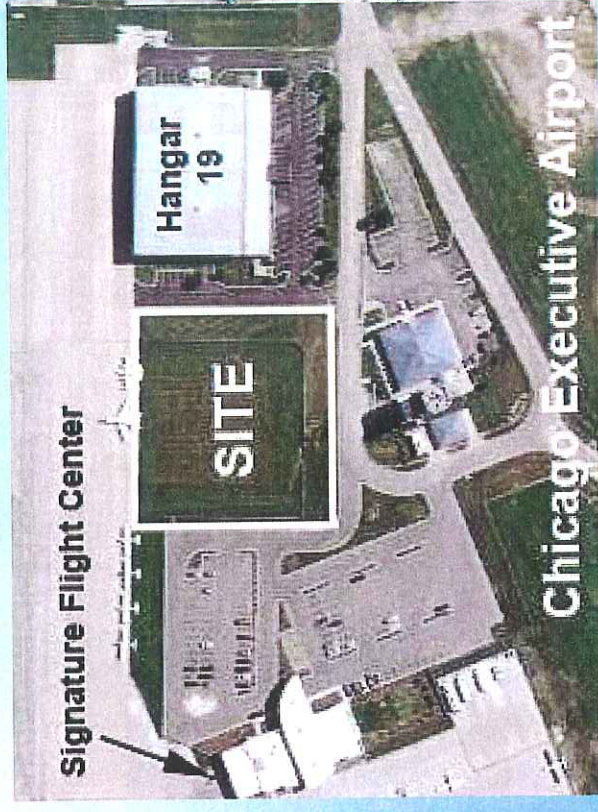
Date: January 11th, 2009

Agenda

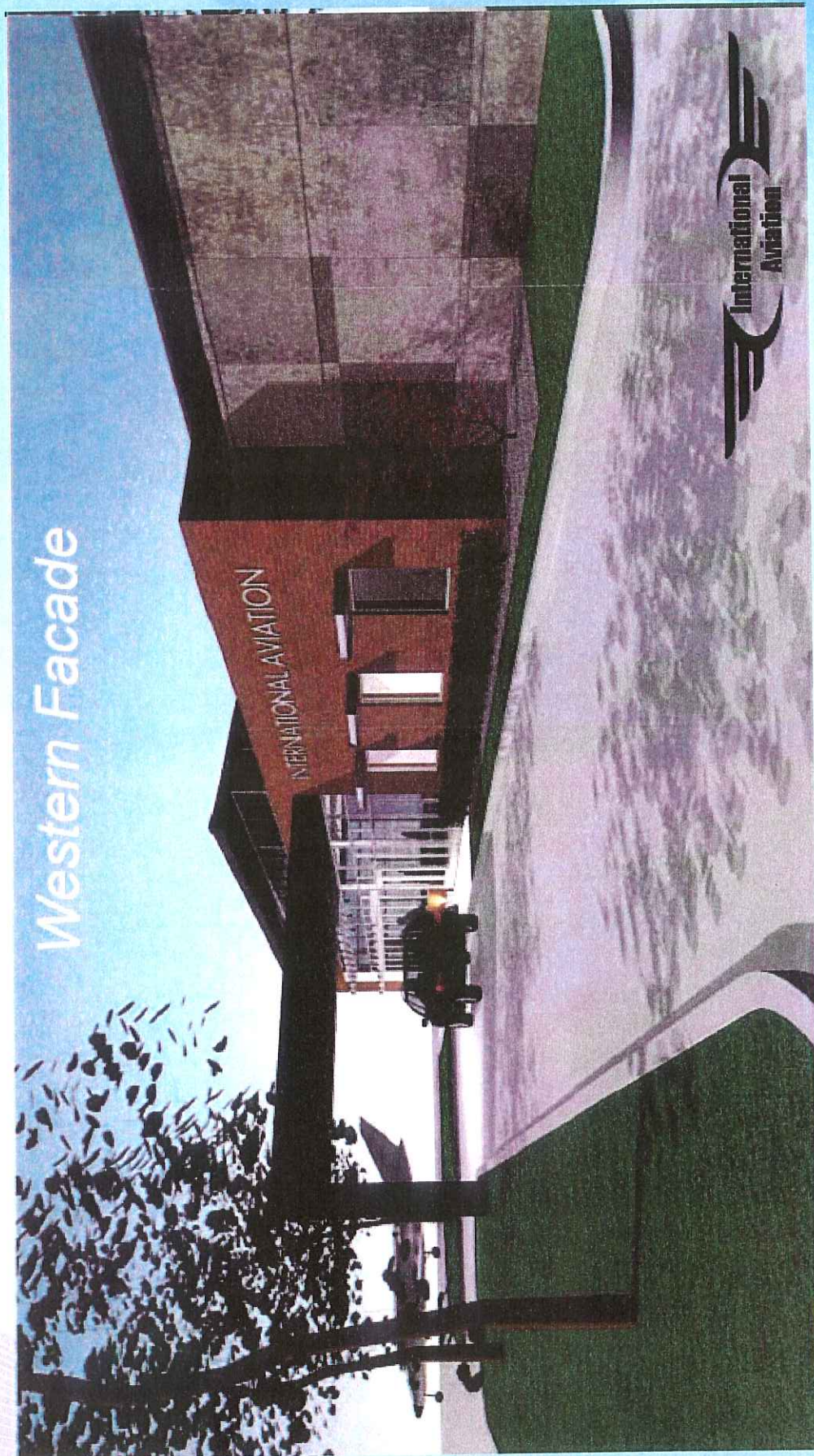
- Project Overview
- Site Plan and Schematics
- Benefits to the Village of Wheeling
- Project Budget
- Cost Differential
- Funding Request and Payback
- Construction Timeline

Aerial View of Proposed Site

- 1.43 acre site.
- 25,000 SF hangar with an attached 4,000 SF office.
- Facility to house corporate aircraft.



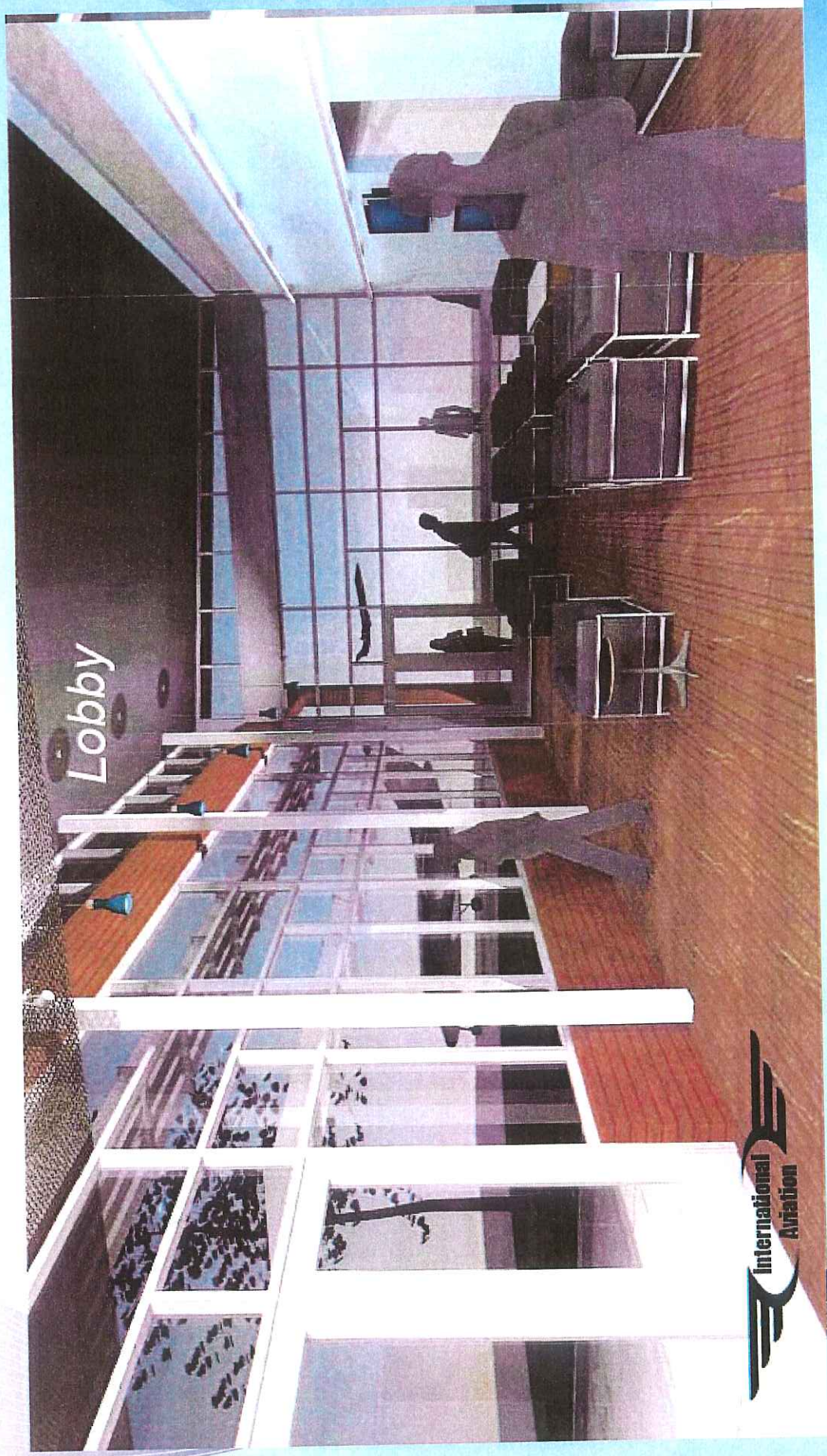
Western Facade



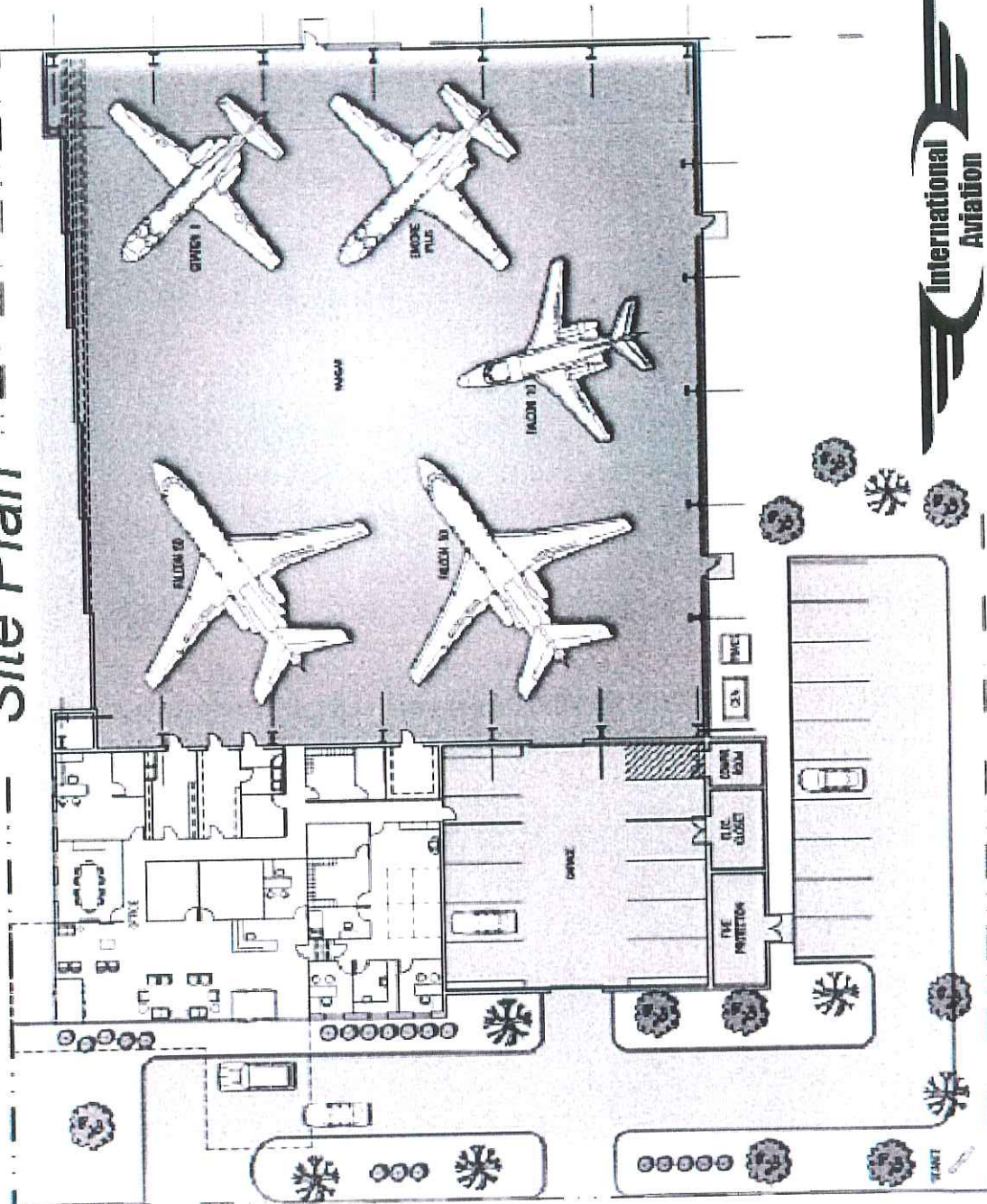
North-Western Facade



International
Aviation



Site Plan



Benefits to the Village of Wheeling

- Incremental property tax revenue to the Village.
- State-of-art complex will increase the aesthetics of the airport.
- Attraction of other businesses/flight departments to the airport that work in either cooperation or affiliated to the parent company of IA.
- Ensures the continuation of IA's long standing relationship with Signature and Chicago Executive Airport as a long term committed tenant.
- Signature is a major contributor to the Village and as a corporate contributor to the local communities; IA will further secure Signature's presence at the field.
- Additional monies spent in the community and additional employment opportunities offered to the community.

Project Budget

IA Hangar Budget

Projected Cost

Soft Costs	
Design & Engineering Fees	\$ 439,431
General Conditions	40,325
Consultant Fees (Stonebridge Group LLC)	25,000
Soil Borings and Geotechnical Services	10,000
Attorney Fees	10,000
Total Soft Costs	\$ 524,756
Hard Costs	
Building Construction	\$ 3,408,502
Site Work	291,015
Total Hard Costs	\$ 3,699,517
Total	\$ 4,224,273
Contingency (10%)	422,427
Overall Estimated Project Cost	\$ 4,646,700

Location Cost Differential

Land Lease Terms:		Signature Hangar	Sovereign Hangar	DuPage Hangar	Waukegan Hangar
Term (Yrs + Extension)		20 + 10	40 + 10	30 + 10	30 + 10 + 10
Fuel:					
Fuel Price / Gallon		\$ 4.30	\$ 4.00	\$ 3.33	\$ 2.51
Gallons / Year		150,000	150,000	150,000	150,000
Annual Projected Fuel Exp.		<u>\$ 644,342</u>	<u>\$ 600,000</u>	<u>\$ 499,500</u>	<u>\$ 376,320</u>
Taxes:					
Annual Property Tax		\$ 125,000	\$ 125,000	\$ 15,000	\$ 12,000
Lease Expense:					
Land Lease Rate / SF		\$ 0.59 *	\$ 0.59	\$ 0.60	\$ 0.40
Square Feet Leased		58,825	30,000	37,400	30,000
Annual Lease Expense		<u>\$ 34,707</u>	<u>\$ 17,760</u>	<u>\$ 22,440</u>	<u>\$ 12,000</u>
Annual Total:		<u>\$ 804,048</u>	<u>\$ 742,760</u>	<u>\$ 536,940</u>	<u>\$ 400,320</u>
<i>Annual Cost Difference from Signature</i>		\$ 61,288	\$ 61,288	\$ 267,108	\$ 403,728
<i>10-Year Cost Difference from Signature</i>		\$ 612,883	\$ 612,883	\$ 2,671,083	\$ 4,037,283

* Incentive to Base Flight Department Through Signature

Funding Request and Payback

TIF Funding Request

Total Project Cost	\$	4,646,700
TIF Dollars Requested	\$	500,000
% Total Project Cost		11%

Incremental Property Tax

Current Property Tax on Parcel	\$0.00
Projected Property Tax on Developed Parcel	\$125,000
Annual Net Increase in Property Tax	\$125,000

Pay-Back Period

Requested TIF Funding	\$500,000
Annual Net Increase in Property Tax	\$125,000
Pay Back Period (Years)	4

* Annual property tax bill for Hangar 19 is \$108,000. IA expects higher taxes due to higher assessed value of new construction.

Construction Timeline

Construction Schedule

Design	Weeks	Start	End
Site Work	16	Feb-10	May-10
Construction	8	Jun-10	Aug-10
	24	Jul-10	Dec-10
Total	47	Feb-10	Dec-10

Thank You.

VILLAGE OF WHEELING

LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: January 19, 2010

TITLE OF ITEM SUBMITTED: RESOLUTION WAIVING COMPETITIVE BIDDING AND ACCEPTING A PROPOSAL FROM STEINER ELECTRIC FOR A LED STREET LIGHT REPLACEMENT PROGRAM UTILIZING ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) FORMULA FUNDING

SUBMITTED BY: Anthony J. Stavros, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: Acceptance of a quote by *Steiner Electric* for the purchase of 249 Leotek 99-watt LED fixtures to be replaced by Street Division Personnel in the following eight (8) residential neighborhoods:

- | | |
|-----------------------------|---------------------------|
| * Hollywood Unit 1, 3, 4, 5 | * Dunhurst Unit 3 |
| * Hollywood Unit 2 | * Dunhurst Unit 4 |
| * Poplar Grove | * Old Town |
| * Dunhurst Unit 1, 2 | * Meadowbrook East & West |

BUDGET²: To avoid seeking a budget amendment, funds will be taken out of Street Division Accounts, 1420-5251 (Street Light Maintenance) and 1420-5506 (Streetscape Improvement), in FY 2010 to support the program. \$8,035 will be charged to Street Light Maintenance leaving a balance of \$11,965 in that account; and \$10,000 will be charged to Streetscape Improvements leaving a balance of \$10,000 in that account. The total cost to purchase 249 fixtures is \$178,035; EECBG funds \$160,000 of the cost and the Village of Wheeling's cost share is \$18,035.

BIDDING³: Three proposals were received:

- | | |
|---|--------------|
| 1. <i>Steiner Electric, Gurnee, IL</i> | \$178,035.00 |
| 2. <i>Active Electrical Supply Co., Inc., Chicago, IL</i> | \$187,397.40 |
| 3. <i>NorthWest Electrical Supply, Mt. Prospect, IL</i> | \$197,816.66 |

EXHIBIT(S) ATTACHED: Resolution, Steiner Electric quote, Active Electrical Supply Co., Inc., quote, NorthWest Electrical Supply quote, product cut sheet, location map.

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. 10-_____

**RESOLUTION WAIVING COMPETITIVE BIDDING AND ACCEPTING
A PROPOSAL FROM STEINER ELECTRIC FOR A LED STREET LIGHT
REPLACEMENT PROGRAM UTILIZING ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT (EECBG) FORMULA FUNDING**

WHEREAS, in June 2009, the Village applied for the EECBG program to improve energy efficiency of the Village's street light system by replacing 250 watt metal halide fixtures with new energy efficient 99-watt LED fixtures; and,

WHEREAS, the Village has agreed to utilize its EECBG formula funding for a LED street light fixture replacement program; and,

WHEREAS, in November of 2009, the U.S. Department of Energy approved the Village's reimbursable grant application in the amount of \$160,000; and,

WHEREAS, the Village will replace 249 of its existing metal halide street light fixtures with new energy efficient LED fixtures in eight (8) residential neighborhoods; and,

WHEREAS, the Village of Wheeling will fund \$18,035 that is not funded by the EECBG formula funding; and,

WHEREAS, to avoid seeking a budget amendment, the funds will taken out of Street Division Accounts, 1420-5251 (Street Light Maintenance) and 1420-5506 (Streetscape Improvement), in FY 2010 to fund the balance of this program; and,

WHEREAS, three (3) written proposals were received and reviewed; and,

WHEREAS, *Steiner Electric*, located in Gurnee, IL was the lowest responsible proposal at a total cost of \$178,035.00; and,

WHEREAS, *Steiner Electric* is a qualified, reputable electric vendor satisfactorily utilized, previously by the Village on various projects;

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, competitive bidding is hereby waived and *Steiner Electric* of Gurnee, IL, is hereby determined to be the lowest qualified and responsible company to supply the Village with 249 new energy efficient 99-watt LED fixtures for the not to exceed amount of \$178,035 based on their quote dated December 10, 2009 hereto attached, is hereby accepted and approved; and,

BE IT FURTHER RESOLVED, that the Village Manager is hereby authorized and directed to issue a purchase order, not to exceed \$178,035, to *Steiner Electric* for the purchase of 249 99-watt LED light fixtures to be installed by the Village in eight (8) residential neighborhoods in FY 2010.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. **10-**_____ be adopted.

Trustee Argiris _____ Trustee Horcher _____

Trustee Brady _____ Trustee Lang _____

Trustee Heer _____ Trustee Vogel _____

President Abruscato _____

ADOPTED this _____ day of _____, 2010, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson
Village Clerk



Quotation

Entered By: TERRI DIANA
Date Entered: December 10, 2009
Customer PO#: -

Fixture Totals	\$178,035.00
Lamp Totals	\$0.00
<hr/>	
Total Price, Fixtures & Lamps	\$178,035.00

NOTES:
Please note all pre-shipped anchor bolts & templates are plus freight.

Any delivery address changes may incur reconnection fees as determined by the carrier.

Note: Totals are provided as a courtesy. Read quantities & types carefully. Quote valid 30-days from original quotation date, unless otherwise Subject to Steiner's current terms & conditions, a copy is available on our website at www.steinerelectric.com. Manufacturer's freight terms apply. Freight allowance is based on one release, per manufacturer, for quantity Pricing is based on the quantities provided. Any variance may require quote. Price may be subject to fuel or material surcharges, as determined by the

**ACTIVE ELECTRICAL SUPPLY CO., INC.****AND****Fox LIGHTING Galleries**

4240 W. Lawrence Ave.
Chicago, IL 60630-2798
(773) 282-6300
FAX (773) 282-5952

1615 Dundee Avenue, Unit A
Elgin, IL 60120-1620
(847) 289-5600
FAX (847) 289-1078

QUOTE

UPC VENDOR	QUOTE DATE	QUOTE NO.
000000	12/22/09	10222776-00
P.O. NO.		PAGE #
Q - VILLAGE OF WHEEL		1

CUST.#: 120000

SHIP TO: VILLAGE OF WHEELING LED 2009
ATTN: JEFF KOPPER

CORRESPONDENCE TO: Active Electrical Supply Company
4240 W. Lawrence Avenue

Chicago, IL 60630

BILL TO: COD - CONTRACTOR

INSTRUCTIONS		TERMS	
ATTN: JEFF KOPPER		COD	
SHIP POINT		SHIP VIA	SHIPPED
Chicago Location		BEST WAY	12/22/09
TIME PRINTED	11:42	PLACED BY	JEFF

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	LEOT SLN-102-MV-CW-3M-GY	249		249	each	752.60	187397.40
1	Lines Total	Qty Shipped Total		249	Total		187397.40
					Invoice Total		187397.40

**NORTHWEST
ELECTRICAL SUPPLY**

600 East Rand Road
Mt. Prospect, IL 60056
847.255.3700

**QUOTATION**

Order Number	568226
Order Date	12/10/2009 13:43:34
Requested Date	12/17/2009 00:00:00
Page	1 of 1

Bill To:

Wheeling Village
Department of Public Works
77 W. Hintz Rd.
Wheeling, IL 60090

Ship To:

Wheeling Village
Department of Public Works
77 W. Hintz Rd.
Wheeling, IL 60090

Requested By: Mr. JEFF KOPPER

Customer ID: 999

PO Number					Job Name		Ship Route	Taker
LED STREET LAMP QUOTE					LED STREET LAMP QUOTE		1	MP
Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		
249	0	249	EA	1.0	LEOTEK.SLN-102-MV-CW-3M-GY LED STREET LAMP NONSTOCK	EA 1.0	794.4444	197,816.66

Total Lines: 1

SUB-TOTAL: 197,816.66
TAX: 0.00
AMOUNT DUE: 197,816.66

Nonstock Items Are Subject to a Minimum 25% Restocking Charge if Cancelled or Returned

The Leader in Electro-Optics Technology

a subsidiary company of **LITEON®**



SLN Series

LED Outdoor Luminaires

Green Technology™

Applications include streets, roadways, bridges and other outdoor areas.

High Visibility Illumination

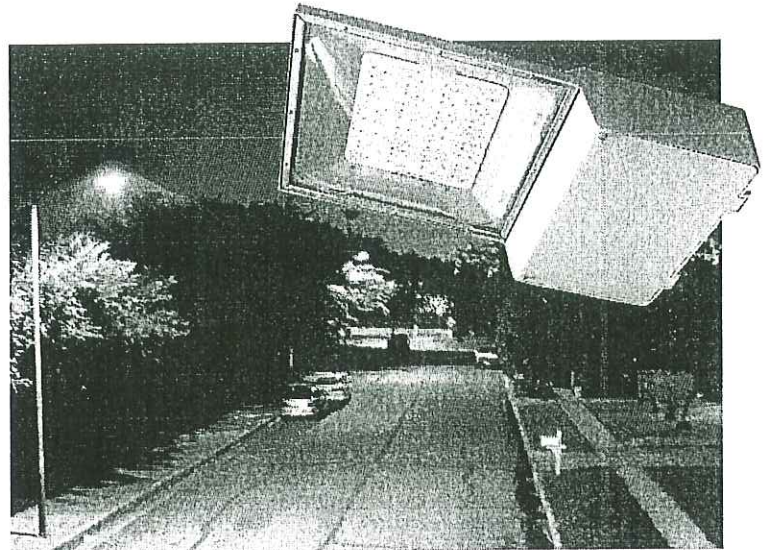
- Eliminates dark spots between poles
- Extraordinarily uniform illumination
- High CRI, white light enhances visual acuity

Life Cycle Economies

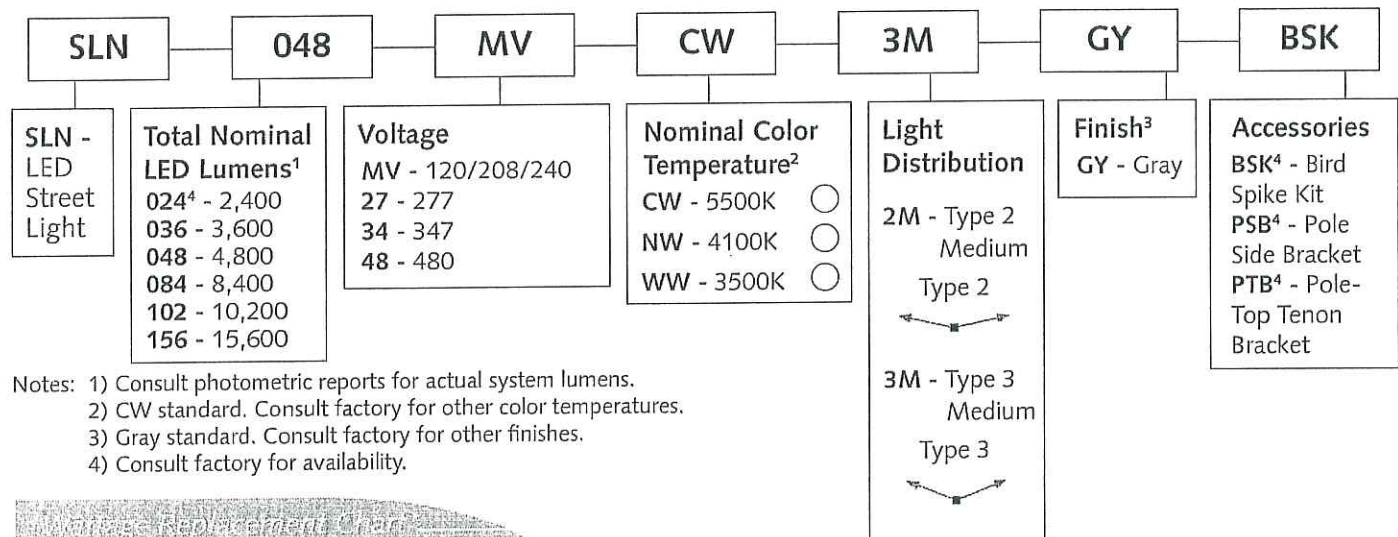
- High LED efficiency reduces energy cost
- 50,000-hour life reduces maintenance

Sustainable Design

- Energy savings reduce greenhouse gases
- 100% mercury and lead free
- Cuts reflected uplight by 50% and significantly reduces sky pollution



SLN Series Options



Notes: 1) Consult photometric reports for actual system lumens.
2) CW standard. Consult factory for other color temperatures.
3) Gray standard. Consult factory for other finishes.
4) Consult factory for availability.

Wattage Equivalent Chart

Leotek Series	System Watts	Replacement Wattage* (Typical System Wattage)
SLN-024	25	70W MV (88W), 40W Induction (45W)
SLN-036	37	70W HPS (95W), 100W MH (128W)
SLN-048	49	100W HPS (130W)
SLN-084	77	150W HPS (190W), 175W MH (208W)
SLN-102	99	250W HPS (295W), 250MH (295W)
SLN-156	144	400W MH (465W)

*Actual wattage equivalent will depend on specific application characteristics, design criteria and distribution type. Consult your Leotek Representative to select the appropriate luminaire.

SLN Luminaire Specifications

Housing: One piece die-cast aluminum housing with universal four-bolt slip fitter mounts to 1 $\frac{1}{4}$ " to 2" (1 $\frac{5}{8}$ " to 2 $\frac{3}{8}$ " O.D.) diameter mast arm. The optical chamber is sealed and gasketed to UV stabilized polycarbonate lens. Photocontrol receptacle is standard.

Light Emitting Diodes: Hi-flux/Hi-power white LEDs produce a minimum of 100 lumens per watt and 70% of initial intensity at 50,000 hours of life. They have a correlated color temperature of 5500 and a CRI of 72. LED's are 100% mercury and lead free.

Optical Systems: Micro-lens system produces IESNA Types 2 and 3 distributions. Luminaire is classified as Cutoff with <1% total lumens over 90° above nadir. Units provide a minimum luminaire efficacy of 67 lumens per watt.

Electrical: Power supply features a Power Factor of .99 and < 20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Transient voltage complies with ANSI C62.41 Cat. A. Power supply produces a maximum drive current of 325ma to optimize LED efficiency and life.

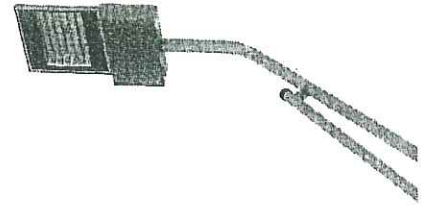
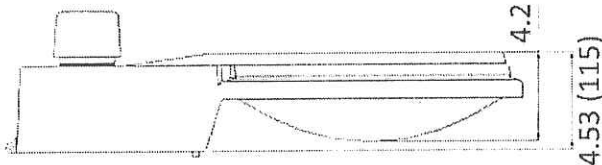
Finish: Housing receives a fade and abrasion resistant, epoxy polyester powder coat gray finish.

Listings/Ratings/Warranties: Luminaires are listed by certified testing laboratory for use in wet locations in the United States and Canada. Optical systems maintain an IP67 rating. Five year limited warranty is standard on all components.

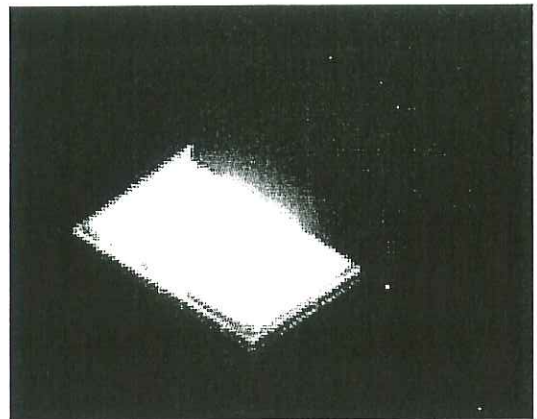
Photometry: All luminaires are photometrically tested by certified independent testing laboratories in accordance with IESNA LM-79 testing procedures.

Input Voltage	Weight	EPA*
120,208,240,277	20 lbs. (9 kg)	0.9ft ²
347, 480	26 lbs. (12 kg)	

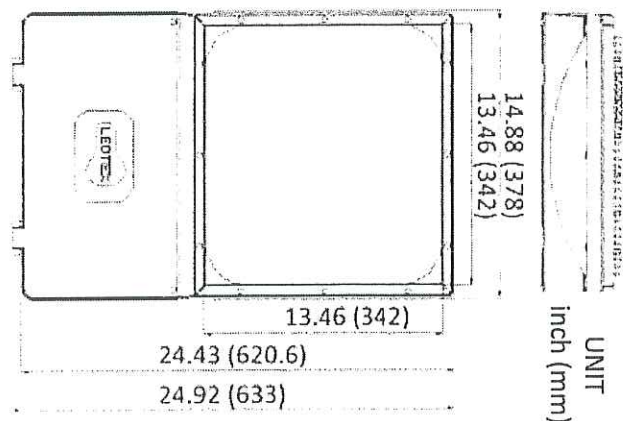
*Effective Projected Area (consult factory for multiple units)



Leotek's LED street lights are a direct replacement for traditional HID cobra head style fixtures. They mount directly on to the existing mast arm.



The crisp white light produced by LEDs can significantly enhance nighttime visibility compared with the cloudy orange light produced by high pressure sodium.



LEOTEK USA
1330 Memorex Drive
Santa Clara, CA 95050
Toll Free: (888) 806-1188
Fax: (408) 980-0538

LEOTEK TAIWAN
No. 50 Lung-Yuan 7th Road
Lung-Tan, Tao-Yuan Hsien 325
Taiwan
Telephone: 866-3-4995939
Fax: 866-3-4995930

CE
www.leotek.com
www.liteon.com

Information provided subject to change without notice.

06/09



SUBDIVISIONS

Hollywood Unit 2 - 17 poles

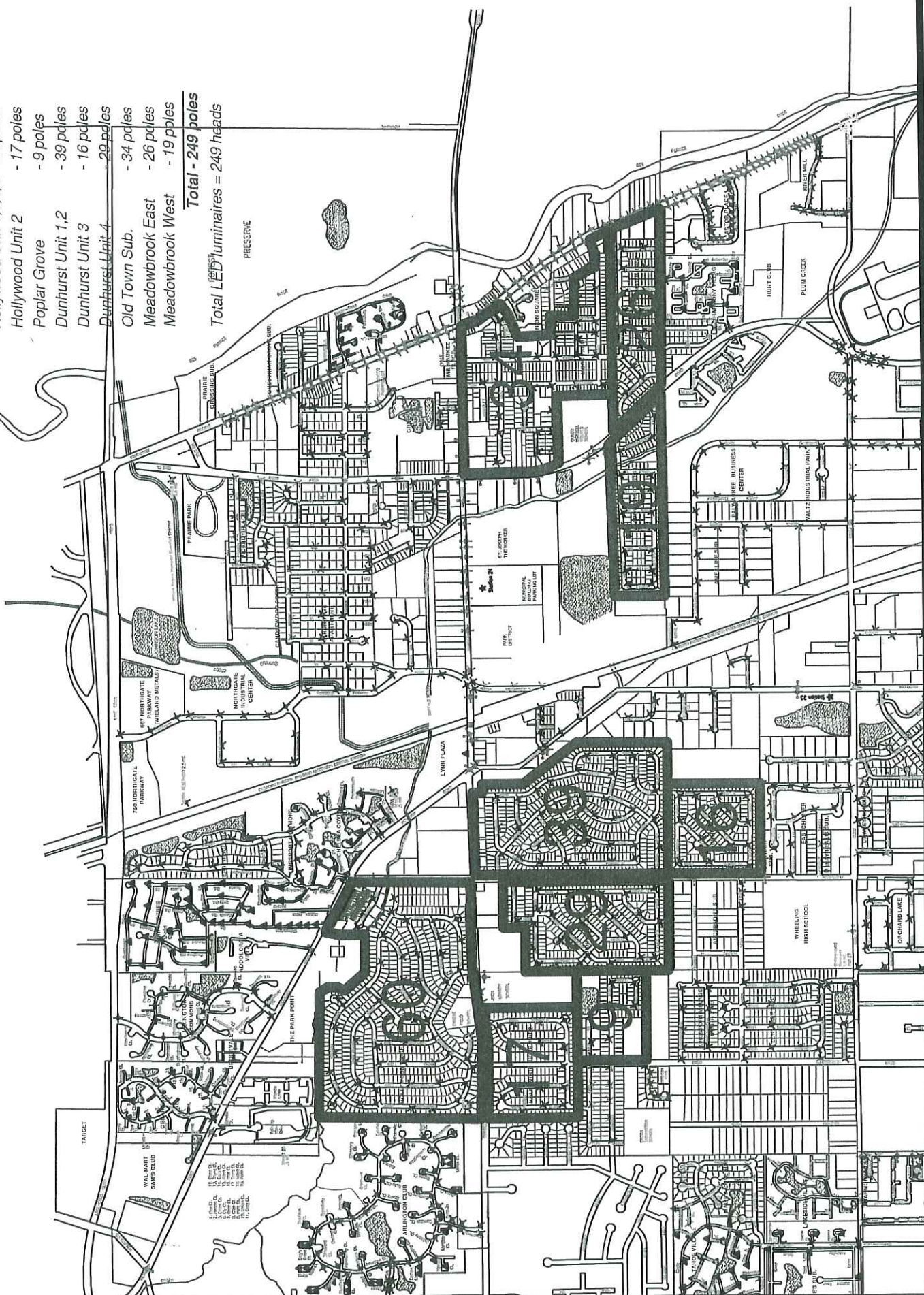
Dunhurst Unit 1,2 - 39 pds

~~Dunhurst Unit 4 - 29 pds~~

Meadowbrook East - 26 poles

Total - 249 poles

Total LED luminaires = 249 heads



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.C
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Tuesday, January 19, 2010

TITLE OF ITEM SUBMITTED: **A Resolution Awarding a Façade Improvement Grant for Goodyear / Checkpoint Tire Center, 723 W. Dundee Road**


SUBMITTED BY: Andrew C. Jennings, Village Planner *ACJ*
Façade Improvement Grant Selection Committee

BASIC DESCRIPTION OF ITEM¹: The Façade Improvement Grant Selection Committee has recommended that a grant be awarded to Goodyear / Checkpoint Tire Center to make improvements to the façade, replace the overhead doors, and refresh the business identification signage.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Memo
Photo of existing conditions
Overhead door specification sheet
Resolution

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NO. _____

**A Resolution Awarding a Façade Improvement Grant for
Goodyear / Checkpoint Tire Center, 723 W. Dundee Road**

WHEREAS, the applicant, John Johnson, business owner, Checkpoint Tire Center II, 723 W. Dundee Road, has submitted an application to the Façade Improvement Grant Selection Committee for a grant that would facilitate the improvements to the building's façade, wall-mounted sign, freestanding sign, and overhead garage doors; and

WHEREAS, the Selection Committee has reviewed the application and found it to be complete and in conformance with the eligibility requirements for the grant program; and

WHEREAS, the Village Staff determined that the requested improvements would not require appearance review by the Plan Commission of the Village of Wheeling; and

WHEREAS, the Selection Committee convened on January 6, 2010, to review the petitioner's grant application and subsequently submitted its recommendation to the Village Board, recommending that the petitioner be awarded \$4,705 for the proposed project; and

WHEREAS, the President and Board of Trustees have reviewed the recommendation of the Façade Improvement Grant Selection Committee dated January 11, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Board hereby awards four thousand seven hundred five dollars (\$4,705) to Checkpoint Tire Center II (dba Goodyear / Checkpoint Tire Center), 723 W. Dundee Road, Wheeling, Illinois, for the purpose of repainting the façade, repairing the fascia, replacing overhead garage doors, refreshing the wall-mounted sign, and refreshing the freestanding sign, subject to the following terms of the façade grant program:

1. That the improvements must be completed within twelve (12) months of the approval date of this resolution;
2. That the grant shall be issued as a reimbursement after the project expense is incurred; and
3. That the final grant amount shall not exceed 50% of the final project amount.

Trustee _____ moved, seconded by Trustee _____,
that Resolution No. _____ be passed.

President Abruscato _____	Trustee Heer _____
Trustee Argiris _____	Trustee Horcher _____
Trustee Brady _____	Trustee Lang _____
Trustee Vogel _____	

ADOPTED this _____ day of _____, 2010, by the President
and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato, Village President

ATTEST:

Elaine E. Simpson
Village Clerk

MEMORANDUM

DATE: January 11, 2010

TO: Board of Trustees, Village Clerk

CC: Jon Sfondilis, Village Manager
Michael Mondschain, Finance Director
Members of the Façade Improvement Grant Selection Committee (Peter Vadopalas, Economic Development Director; Mark Janeck, Director of Community Development; Samantha N. Robinson, Associate Planner)

FROM: Andrew C. Jennings, Village Planner *ACS*
Façade Improvement Grant Selection Committee

RE: **Goodyear / Checkpoint Tire Center**
723 W. Dundee Road
Façade Improvement Grant Application

The Façade Improvement Grant Selection Committee convened on January 6, 2010, to review the application of Goodyear / Checkpoint Tire Center, 723 W. Dundee Road. The proposal reviewed by the committee included the following improvements: repairs to the wall sign, refreshing the paint on the façade, repairs to the freestanding sign, replacement of the overhead doors, and maintenance to the parking area. As noted below (#2), the committee did not find the parking area maintenance to be eligible for the program. It should also be noted that unlike previous applications, the improvements are primarily considered maintenance and did not require appearance review by the Plan Commission (see #3).

Eligibility Criteria

1. Is property in a TIF district? Yes (Town Center TIF).
2. Is the project for façade or signage renovation, restoration, or improvements? Yes. The only exception is the parking lot maintenance work, which is not included in the Committee's recommended grant award.
3. Does the project meet all building code and zoning ordinance requirements, including design review? The improvements proposed are considered to be maintenance. The façade was a similar color prior to being repainted, the signs are existing signs that were repaired/refreshed, and the existing overhead doors would be replaced with new doors of a similar design.
4. Is the project a retail entity relocating from another location within 10 miles of the subject site? No.

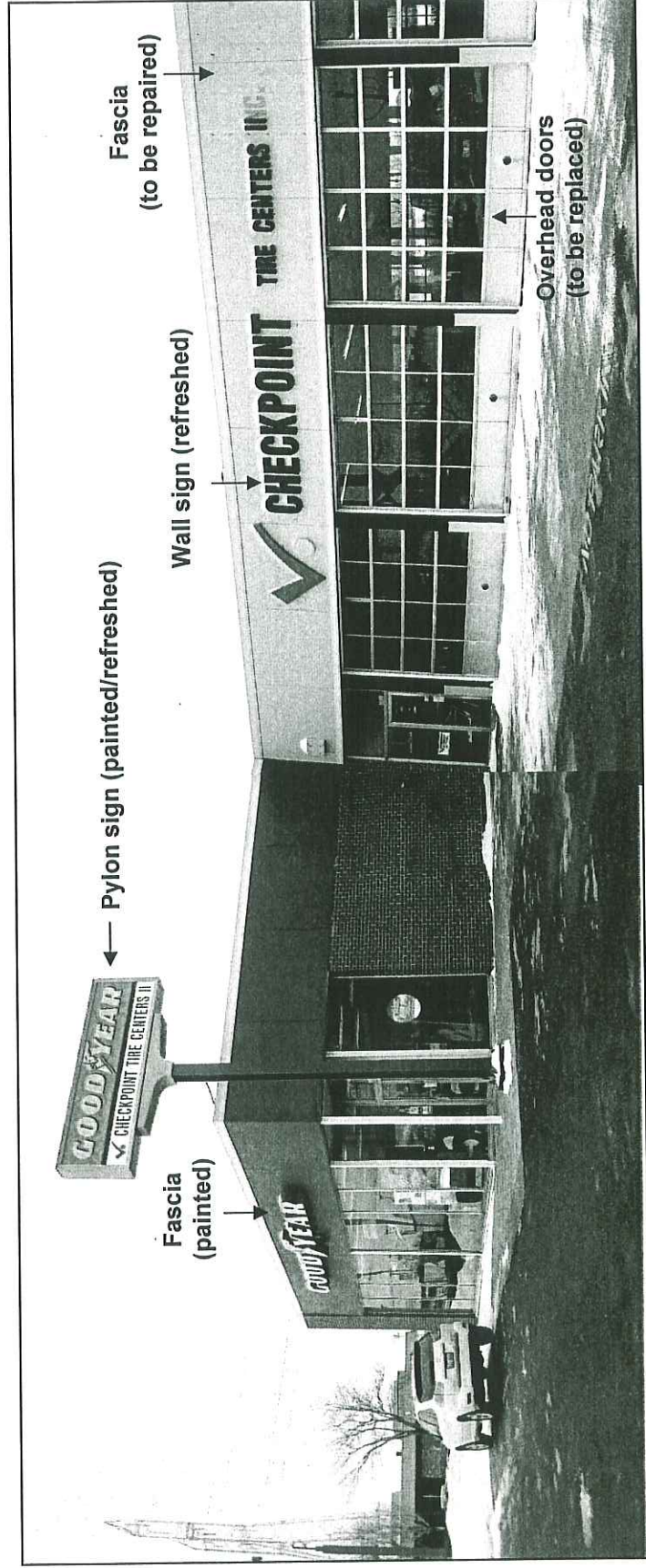
Review and Recommendation

Based on the estimate provided by the petitioner, the Selection Committee recommends that the Village Board award \$4,705 to the applicant. In accordance with the terms of the program, this amount is not greater than 50% of the verified eligible expenses and does not exceed \$50,000. Please note that the grant is to be issued in the form of a reimbursement and that the work must be completed within twelve months of the date that the resolution is approved. A resolution is attached for the Board's consideration.

Attachments: Photos of existing conditions
 Overhead door specification sheet
 Resolution

Goodyear / Checkpoint Tire Center – 723 W. Dundee Road

Façade improvement grant request
Village Board Meeting – January 19, 2010



Existing conditions



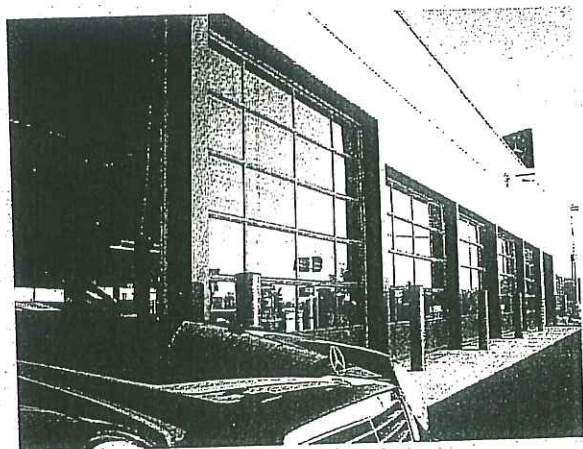
Clopay®

MODEL 902



Model 902

Both standard exterior and "partitioned" interior applications requiring high light transmission and visibility are satisfied by using the durable and attractive Model 902.



FEATURES

- 2-1/8" thick construction, 6063-T5 extruded aluminum alloy with integral reinforcing fin for maximum durability
- Exclusive, capped rail construction helps seal out the elements and adds to door durability
- Tongue-and-groove meeting rail
- High security design features a locking panel retainer
- Standard finishes in high luster clear anodized or prepainted white or brown to complement most building designs
- Available with insulated glass, DSB, plexiglass, wire glass, tempered glass, polycarbonate and aluminum panel options
- Variety of options available to customize a door to your design and job requirements


5
Year Warranty

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.D
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Tuesday, January 19, 2010

TITLE OF ITEM SUBMITTED: An Ordinance Granting Special Use and Associated Site Plan Approval for Installation of a 150' Monopole Tower (160' with lightning rod) and Ground Equipment Shelter on a portion of the property known as 910 McHenry Road (Docket No. 2009-23)


SUBMITTED BY: Mark Janeck
Director of Community Development 

BASIC DESCRIPTION OF ITEM¹: The petitioner is requesting special use and associated site plan approval to permit installation of a transmission tower and ground equipment shelter on a portion of the property located at 910 McHenry Road.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Report
Memorandum from Fire Marshall dated 11.10.2009
Narrative Overview received 10.13.2009
Findings of Fact and Recommendation
Ordinance
Photo of existing conditions
Coverage Maps, with and without Proposed Tower, received 12.9.2009
Site Survey, received 10.13.2009
Set of Plans prepared by Site Acquisition Consultants, received 12.11.2009 (7 pages total)

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. _____

**An Ordinance Granting Special Use and Associated Site Plan Approval
For Installation of a 150' Monopole Tower (160' with lightning rod)
and Ground Equipment Shelter on a
Portion of the property known as 910 McHenry Road**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing on November 19, 2009, December 10, 2009 and December 17, 2009, duly noticed, to consider a request for special use and site plan approval under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05 Mixed-Use and Overlay Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, to permit installation of a 150' monopole tower (160' with lightning rod) and ground equipment shelter located on a portion of the property known as 910 McHenry Road, Wheeling, Illinois, hereinafter legally described and zoned MXC Commercial-Residential Mixed Use District; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, recommending that the petitioner's request be granted, subject to conditions, with a vote of 3 ayes, 1 nay, 2 absent;; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and

- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, to permit the installation of a 150' monopole tower (160' with lightning rod) and ground equipment shelter on a portion of the property legally described below:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF ILLINOIS ROUTE NUMBER 83 AS PER DOCUMENT NUMBER 10825231 AND LYING WEST OF THE EAST 1156.265 FEET OF SAID QUARTER SECTION (EXCEPTING THEREFROM THE SOUTH 130.0 FEET OF THE EAST 90.0 FEET THEREOF) TOGETHER WITH THE EAST 260.0 FEET, AS MEASURED AT RIGHT ANGLES, OF THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF ILLINOIS ROUTE NUMBER 83 AS PER DOCUMENT NUMBER 10825231, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 260.0 FEET WITH THE CENTER LINE OF CENTER LINE OF ILLINOIS ROUTE NUMBER 83, AS AFORESAID; THENCE SOUTHEASTERLY, ALONG THE CENTER LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 27,717.40 FEET, A DISTANCE OF 84.93 FEET, AND MEASURE; THENCE SOUTHWESTERLY, ALONG A RADIAL LINE OF SAID CURVE, A DISTANCE OF 187.27 FEET TO AN INTERSECTION OF SAID RADIAL LINE WITH THE WEST LINE OF THE EAST 260.0 FEET, AFORESAID; THENCE NORTH, ALONG SAID WEST LINE, 205.49 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF LYING NORTHEAST OF A LINE 55 FEET SOUTHWEST OF AND PARALLEL WITH SAID CENTER LINE OF STATE ROUTE 83, IN COOK COUNTY, ILLINOIS.

(The above described property is located at 910 McHenry Road, Wheeling, Illinois, zoned MXC Commercial-Residential Mixed Use District. A 30' x 30' fenced leased area is proposed along the east property line, approximately 265' from McHenry Road.)

Section C

Site Plan Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, and the monopole tower and ground equipment shelter shall be installed substantially as shown on the following exhibits, herein attached and made part of, for AT&T, prepared by SAC Wireless (Site Acquisition Consultants) submitted December 11, 2009 (except as noted), and located on a portion of the property legally described in Section B of this Ordinance.

- Site Survey received 10.13.2009
- Title Sheet
- Overall Site Plan
- Fall Zone Plan
- Enlarged Site Plan
- West Elevation & North Elevation
- Typical Shelter Elevations
- Details

Section D

Special Use and Site Plan Approval granted in Sections B and C of this ordinance are subject to the following conditions:

1. That a fire suppression system be installed in the proposed ground equipment shelter per the Village of Wheeling Municipal Code;
2. That bollards be placed around the existing propane storage tank that is situated adjacent to the access drive between McHenry Road the proposed transmission tower/ground equipment shelter; and
3. That details (generator type, proposed location, fuel type) regarding an emergency generator, if relevant, be submitted for Fire Department Review.

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____,

that Ordinance No. _____ be passed.

PASSED this _____ day of _____, 2010.

President Abruscato _____ Trustee Heer _____

Trustee Argiris _____ Trustee Horcher _____

Trustee Brady _____ Trustee Lang _____

Trustee Vogel _____

ORD. NO. _____ APPROVED this _____ day of _____, 2010.

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2010, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

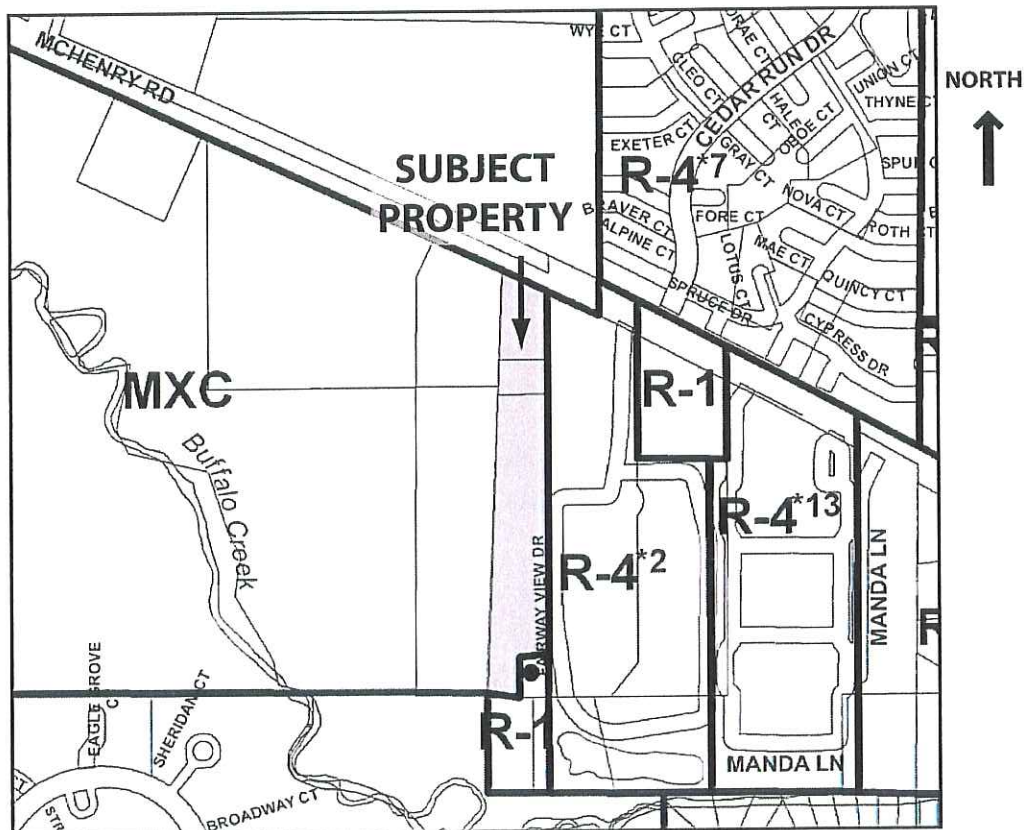
FROM: Mark Janeck
Director of Community Development

DATE: January 14, 2010

SUBJECT: Docket No. 2009-23
SAC Wireless/ Agent for AT&T
910 McHenry Road site
(900 McHenry Road is future address for cellular lease area)
Special Use-Site Plan Approval for Installation of a Monopole Tower
with Ground Equipment Shelter

PROJECT OVERVIEW: The petitioner is requesting a special use permit in order to install a transmission tower and a ground equipment shelter near Horcher's Country Flowers.

LOCATION MAP:



PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, December 17, 2009, Commissioner Steilen moved, seconded by Commissioner Doetsch to recommend approval of Docket No. 2009-23, special use and associated site plan approval to permit the installation of a new transmission tower, in accordance with the plans prepared by Site Acquisition Consultants, submitted December 11, 2009, at 910 McHenry Road, Wheeling, Illinois:

- Site Survey received 10.13.2009
- Title Sheet
- Overall Site Plan
- Fall Zone Plan
- Enlarged Site Plan
- West Elevation & North Elevation
- Typical Shelter Elevations
- Details

And with the following conditions:

1. That the petitioner address the following comments from the Fire Department memo dated November 10, 2009:
 - a. That a fire suppression system be installed in the proposed ground equipment shelter per the Village of Wheeling Municipal Code;
 - b. That bollards be placed around the existing propane storage tank that is situated adjacent to the access drive between McHenry Road the proposed transmission tower/ground equipment shelter; and
 - c. That details (generator type, proposed location, fuel type) regarding an emergency generator, if relevant, be submitted for Fire Department Review.
2. That the petitioner returns to the Village to investigate the possibility of co-locating on the water tower to the south prior to consideration by the Board of Trustees.

On the roll call, the vote was as follows:

AYES: Commissioners Doetsch, Johnson, Maloney
NAYS: Commissioner Steilen
ABSENT: Commissioners Dorband and Didier
PRESENT: None
ABSTAIN: Commissioner Ruffatto

There being three affirmative votes, the motion was approved.

[Staff note: As indicated above, the motion was approved. At the hearing, Staff stated that a vote of a majority of the body (four votes) would be required to pass a motion. For the purposes of a vote by the Plan Commission, a majority of a quorum (three votes) is required to pass a motion. A majority of the body is required to pass a motion by the Corporate Authorities.]

Commissioner Doetsch moved, seconded by Commissioner Steilen to close Docket No. 2009-23. The motion was approved by a voice vote.

Request for Board Action

Page 3 of 6

RE: Plan Commission Docket No. 2009-23

GENERAL PROPERTY INFORMATION

Applicant Name: Tony Phillips, SAC Wireless LLC
Agents for AT & T Wireless

Property Owner Name: Horcher Family Trust #1 / Horcher Family Partnership #2

Common Property Address: 910 McHenry Road (new address)

Common Location: South side of McHenry Road, west of Fairway View Dr.

Neighboring Property Land Use(s): North: Residential (Cedar Run) &
Commercial (Sam's Club)
West: Agricultural
South: Agricultural / Residential (Arlington Club)
East: Residential (Fairway Greens)

Comprehensive Plan Designation: Commercial / Residential Mixed-Use

Property size: Entire site – approximately 10.62 acres
Ground equipment lease area – 900 sq ft

Existing Use of Property: Subject area used for agricultural vehicle storage

Proposed Use of Property: Cell tower and associated ground equipment

Existing Property Zoning: MXC, Mixed-use Commercial/Residential

Previous Zoning Action on Property: No relevant actions

DESCRIPTION OF PROPOSAL

SAC Wireless is proposing the construction of a 160' transmission tower with the potential to support a total of four antenna arrays. As SAC Wireless is acting as the agent for AT & T Wireless, the uppermost array would be for AT & T wireless. The petition also includes a ground equipment shelter and a chain link fence. The lease area would be located roughly 275' to the south of McHenry Road and roughly 50' from the east property line (150' west of the nearest building at Fairway Greens).

SITE PLAN AND APPEARANCE REVIEW

Scale of Site Plan: Not to scale.

Proposed General Site Layout: The proposed transmission tower would be contained in a 30' x 30' fenced area located roughly 275' to the south of McHenry Road and roughly 50' from the east property line (150' west of the nearest building at Fairway Greens). The lease area would include the transmission tower itself and a 10' x 20' (200 sq ft) equipment shelter. As the plans indicate, the lease area fence would be a chain link fence. There is an existing line of trees directly to the east of the shelter, and the residential development to the east has an existing wood fence that would screen the ground equipment.

Elevation Plan Review:

Transmission Tower. The tower would be visible from McHenry Road. The tower is a typical transmission tower, but is designed for four total antenna arrays.

Equipment Shelter. The equipment shelter will be 10'-4" in height and will have a total footprint of 10' x 20' (200 sq ft). The drawings do not clearly describe the appearance of the shelter. The Plan Commission may wish to confirm the building materials with the petitioner.

STANDARDS FOR SPECIAL USE

Following are standards for special use with the petitioner's responses in italics. (**Village Planner comments are in bold.**)

1. State why the Special Use is necessary for the public convenience at the proposed location. (*Explain how the proposed use will benefit residents, the neighborhood or the community-at-large.*)

"The proposed use would provide the opportunity for multiple wireless telecommunication carriers to co-locate. Co-location is a preferred means of installation to limit the number of structures that would be present in the landscape. By allowing additional wireless coverage, the residents and workforce will experience faster, more reliable service. This future Comprehensive Plan indicates an increase in residential and recreation space. Enhanced coverage will be a necessity."

The coverage maps (attached) indicate that the proposed tower would increase AT&T service to customers in the immediate area. The transmission tower will also give other wireless carriers the option to collocate on the tower.

2. State how the Special Use will not alter the essential character of the area in which it is to be located. (*Explain how the proposed special use is appropriate for the neighborhood or shopping center and how the overall character will not be affected by the special use.*)

"The proposed use will not alter the character of the area. This is a large parcel in an area bordered by commercial and multi-family. The location on the site is screened by existing trees and buildings."

A village water tower is currently located near the proposed site of the subject transmission tower. The water tower stands at 120 feet. It does not appear that the transmission tower will alter the essential character of the area.

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it will be in harmony with and not impede the normal, appropriate and orderly development of the district in which it is to be located and the development of surrounding properties. (*Explain how the proposed use will allow the surrounding area to develop appropriately. Is the use too large for the site? Will it be in a location on the lot that will cause conflicts with adjacent properties? Does the use create noise, odor, smoke, or light that will affect other properties?*)

"The proposed use will only occupy a 30' x 30' area. It will not impede the orderly development of the surrounding properties."

The proposed transmission tower will occupy a portion of a larger site, and will be located off of an access road that is connected to McHenry Road. The petitioner's submittal indicates that the tower will be unmanned and requires a monthly service visit. Additional parking is not required for this special use. Given that the comprehensive plan calls for commercial-residential mixed use development, the proposed transmission tower should not have a negative impact on current or future development.

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof. (*Explain*

Request for Board Action

Page 5 of 6

RE: Plan Commission Docket No. 2009-23

how the proposed use will not prevent development on adjacent properties. Will the proposed use have a negative impact on existing adjacent land uses?)

"The proposed use will be screened by a high-rise condominium and tree line to the east, a barn and commercial property to the north, over 1300' to the nearest residential to the south, and over 2000' to nearest residential to the west. This section of the Horcher Farm is listed as Recreation Area on the future Comprehensive Plan."

Please see responses #2 and #3.

5. State how the parking areas will be of adequate size for the particular use, properly located and suitably screened from adjacent residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances and the development will not cause traffic congestion. (Is adequate parking provided? Is parking area visible from adjacent homes? Are the entrance and exit drives designed for safe access to the site? Will the special use generate so much traffic as to cause congestion? Will visitors to the special use access the site through residential streets?)

"The proposed use will be an unmanned Telecommunication Facility only requiring service approximately once a month by a single technician in a pick-up/van-sized vehicle. Absolutely no traffic issues will be connected to this use".

There is no parking associated with this special use.

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone. (Other than the special use listed in this application, the proposal must meet all other requirements of the Zoning Code. Note any other exceptions.)

"The proposed use would be located on a parcel zoned MXC. MXC Zoning is a mix of residential and retail uses. A Wireless Telecommunication Facility would be allowed as a Special Use. Based on current zoning, size, and location, it's an ideal spot to help AT&T fill a gap in coverage. All Local, State and Federal Guidelines will be followed during construction and operation."

Without the special use, AT&T will continue to provide its current level of coverage to the area. The special use will allow improved coverage to AT&T customers in the Wheeling area.

STAFF REVIEW

Fire Department Review: Please see attached for the Fire Department memo dated November 10, 2009. The staff recommendation includes conditions to address several comments from the memo.

Impact on adjacent uses: Staff does not believe that the proposed transmission tower and ground equipment shelter will have a negative impact on adjacent uses.

Village Planner's Recommendation to Plan Commission: The proposed special use appears to meet the requirements and standards of the zoning district in which it is located. The Federal Aviation Administration has reviewed the proposed transmission tower and has made a "No Hazard" determination. The Chicago Executive Airport has also confirmed that there are no issues with the proposal. Staff recommends approval of the proposed transmission tower and ground equipment shelter near Horcher's Country Flowers.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission recommendation included the following conditions. As described in the recommendation below, the petitioner submitted a letter which, in staff's opinion, addressed the requirement to discuss co-location on the nearby water tower. The first condition is included in the attached ordinance.

1. That the petitioner address the following comments from the Fire Department memo dated November 10, 2009:
 - a. That a fire suppression system be installed in the proposed ground equipment shelter per the Village of Wheeling Municipal Code;
 - b. That bollards be placed around the existing propane storage tank that is situated adjacent to the access drive between McHenry Road the proposed transmission tower/ground equipment shelter; and
 - c. That details (generator type, proposed location, fuel type) regarding an emergency generator, if relevant, be submitted for Fire Department Review.
2. That the petitioner returns to the Village to investigate the possibility of co-locating on the water tower to the south prior to consideration by the Board of Trustees.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

I concur with the Plan Commission's recommendation to approve the requested special use to allow the construction of a cell tower and associated ground equipment. As required by the Plan Commission, the petitioner revisited the discussion with the Village of installing the antenna on the nearby Village water tower. The petitioner submitted a letter indicating that the water tower option was explored prior to proposing the tower on the subject site. The water tower location was eliminated from contention not only because it is beyond the range of the AT & T site search area but also because the Village indicated that the tower would likely be removed during the initial lease term. In follow-up discussions, it was determined that pursuing a lease any further, given the circumstances, would not benefit either party.



Mark Janeck
Director of Community Development

Attachments: Memorandum from the Fire Department dated 11.10.2009
 Narrative Overview, received 10.13.2009
 Findings of Fact and Recommendation
 Ordinance
 Photos of Existing Conditions
 Coverage maps, with and without proposed tower, received 12.09.2009
 Site survey, received 10.13.2009
 Set of plans submitted by Site Acquisition Consultants, received 12.11.2009
 (7 pages total)



Memo – Fire Prevention Bureau

TO: Andrew Jennings, Village Planner

FROM: Ronald S. Antor, Fire Inspector *RA*

DATE: November 10, 2009

SUBJECT: **Site Plan for Cell Tower and Equipment Shelter for AT & T Wireless, to be located at 910 McHenry Road.**

The Wheeling Fire Department has reviewed the documents received October 19, 2009 related to the above referenced project and has the following comments:

1. The equipment shelter structure is required to have a fire suppression system installed per Section 14.05.010 of the Village of Wheeling Municipal Code
2. The site plan shows an existing propane storage tank adjacent to the access drive between McHenry Road and the tower/equipment shelter location. Protective bollards shall be provided to protect the tank from vehicle impact. (Reference Section 3807.4 and 312 of the Village of Wheeling /International Fire Protection Code)
3. The documents provided do not show an emergency generator for stand-by power requirements. If an emergency stand-by generator is to be provided additional documentation on generator type, proposed location, fuel type, etc. need to be provided for review.

NARRATIVE OVERVIEW
910 McHenry Rd., Wheeling, IL

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AT&T Mobility. ("AT&T") seeks a Special Use and any other necessary approvals to construct a Wireless Telecommunication Service Facility ("WTSF") at 910 McHenry Road, Wheeling, IL 60090 (the "property"). AT&T and its affiliates have acquired licenses from the Federal Communications Commission ("FCC") to provide Personal Communications Services ("PCS") throughout the United States. These licenses include Wheeling, Illinois and the remainder of the Chicago metropolitan region. The regional system is operating under the name of "AT&T Wireless PCS, LLC" and is part of an integrated nationwide network of coverage.

The WTSF, which AT&T proposes to construct on the property, is necessary in order to provide uninterrupted PCS services to your community, including services such as cellular telephone service, voice paging and wireless data transmission. AT&T's PCS technology operates at various radio frequency ("RF") bands between 1900 and 2000 megahertz and utilizes a digital wireless voice and data transmission system. This technology promises to provide consumers with enhanced service (including greater sound clarity and privacy), and new services such as Wireless Internet access.

Like traditional cellular phone systems, PCS operates on a "grid" system, whereby overlapping "cells" mesh to form a seamless wireless network. The technical criteria for establishing cell sites are very exacting as to both the height and location of the WTSF. Within the Wheeling vicinity, cell sites are generally located approximately one (1) to three (3) miles apart. Based on a computerized engineering study which takes into account among other things, local population density, traffic patterns and topography, AT&T's engineers have identified the need for a PCS site in the Wheeling area.

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The site at 910 McHenry, Wheeling is within the geographic area in which a facility must be located in order for it to function as an integral part of the PCS network. The property was selected based on its satisfying RF criteria (including antenna height) and AT&T's review of local land uses and site availability. Specifically, proximity to the Wheeling residential and business communities, were relevant sighting criteria. Moreover, Wheeling has approved and encourages the use of the property as a WTSF. AT&T is unaware of any other available existing structure, within the search area, upon which it could locate its antenna facilities at comparable heights in Wheeling.

The property is zoned MXC, Mixed Use Commercial. Pursuant to the City of Wheeling Zoning Ordinance, AT&T has made application for a Special Use in order to erect and maintain a wireless PCS facility, including installing a 150 foot monopole tower with 9 antennas, with room for an additional 3 antennas. AT&T's equipment will be contained within a 10'x 20' pre-cast aggregate shelter within a new 30' x 30' fenced lease area.

The proposed facility is not staffed, and, upon completion, will require only infrequent site visits (approximately one time a month). Access will be provided to the WTSF via the existing entry ways to the property at 910 McHenry Road. Hence the facility will not have any material impact on either traffic or storm water control. The site is entirely self-monitored and connects directly to a central office where sophisticated computers alert personnel to equipment malfunction or breach of security. Moreover, no nuisances will be generated by the proposed PCS facility. In general, PCS technology does not interfere with any other forms of communications. To the contrary, PCS technology provides vital communication in emergency situations and will be commonly used by local residents and emergency personnel to protect the general public's health safety and welfare.

The proposed facilities will be designed and constructed to meet applicable governmental and industry safety standards. Specifically, AT&T will comply with all FCC and FAA rules regarding construction requirements, technical standards, interference protection, power and height limitations, and radio frequency standards. Any and all RF emissions are subject to the exclusive jurisdiction of the FCC.

AT&T is under rigid time constraints, and consistent with applicable law, we respectfully request this application be processed as expeditiously as possible. Please note that AT&T expressly reserves all of its rights and claims, including, without limitation, those available to it under federal law.

Without limiting the generality of the foregoing, no waiver, admission or agreement shall be inferred herefrom and no filing of any application for any permit (including, without limitation, any building or other permit), license or approval or any other action heretofore or hereafter taken by or on behalf of AT&T shall be construed as a waiver or limitation of any right or claim of AT&T.

AT&T looks forward to working with the Village of Wheeling to bring the benefits of AT&T's PCS to the entire Wheeling area. The addition of this site will ensure uninterrupted superior digital PCS service to Wheeling and greater competition in the marketplace.

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**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeals

Re: **Docket No. 2009-23**
(Opened & continued on 11-19- no discussion)
SAC Wireless/ Agent for AT&T
910 McHenry Road site – east property line
Special Use-Site Plan Approval as required under Title 19, Zoning, of the
Wheeling Municipal Code, Chapter 19-05 Mixed Use and Overlay Districts and
Chapter 19-10 Use Regulations, to permit installation of a 150' monopole tower
(160' with lightning rod) with a 10' x 20' ground equipment shelter

Chairman Maloney called Docket No. 2009-23 to order on Thursday, November 19, 2009 at 6:50 p.m. Present were Commissioners Doetsch, Dorband, Johnson, Maloney, Ruffatto and Steilen. Commissioner Didier was absent and had given prior notice. Also present were Andrew Jennings, Village Planner and Samantha Robinson, Associate Planner.

Commissioner Ruffatto read the following statement.

A zoning Special Use, as defined in Title 19, of the village of Wheeling (Zoning), is a use of parcel of land that requires review and consideration before approval due to circumstances or effects on the surrounding properties that may adversely affect them. In order to be considered for a special use the petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how the proposed use will not damage the enjoyment or use of the surrounding properties. Prior to the public hearing the petitioner provides written statements meant to show that their request for a special use meets the standards established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

Mr. Jennings reported the petitioner had requested to continue the item to December 10, 2009.

Commissioner Dorband moved, seconded by Commissioner Doetsch to continue Docket No. 2009-23 to December 10, 2009.

On the roll call, the vote was as follows:

AYES: Commissioners Doetsch, Dorband, Johnson, Maloney, Ruffatto, Steilen
NAYS: None
ABSENT: Commissioner Didier
PRESENT: None
ABSTAIN: None

There being six affirmative votes, the motion was approved.

PUBLIC HEARING....DECEMBER 10, 2009

Chairman Maloney called Docket No. 2009-23 to order on Thursday, December 10, 2009 at 6:42 p.m. Present were Commissioners Doetsch, Dorband, Johnson, Maloney, Ruffatto and Steilen. Commissioner Didier was absent and had given prior notice. Also present were Andrew Jennings, Village Planner and Samantha Robinson, Associate Planner.

Mr. Jennings reported the docket had been previously opened and continued from the November 19, 2009 meeting in order to ensure that all the letters had been mailed out prior to the hearing. The petitioner was present but was requesting a continuation to next week's meeting. Mr. Jennings announced the petitioner would be available to answer any questions if anyone was in the audience that would not be available at next week's meeting. No one came forward.

Mr. Jennings reported the petitioner had requested to continue the item to December 17, 2009.

Commissioner Steilen moved, seconded by Commissioner Dorband to continue Docket No. 2009-23 to December 17, 2009.

On the roll call, the vote was as follows:

AYES:	Commissioners Doetsch, Dorband, Johnson, Maloney, Ruffatto, Steilen
NAYS:	None
ABSENT:	Commissioner Didier
PRESENT:	None
ABSTAIN:	None

There being six affirmative votes, the motion was approved.

PUBLIC HEARING....DECEMBER 17, 2009

Chairman Maloney called Docket No. 2009-23 to order on Thursday, December 17, 2009 at 6:47 p.m. Present were Commissioners Doetsch, Johnson, Maloney, Ruffatto and Steilen. Commissioners Dorband and Didier were absent and had given prior notice. Also present were Andrew Jennings, Village Planner and Samantha Robinson, Associate Planner.

Commissioner Ruffatto announced he would abstain from this docket since he was an employee of AT&T.

Mr. Tony Phillips, SAC Wireless LLC, 635 East Remington Road, Schaumburg, IL was present and sworn in. Mr. Phillips was representing AT&T.

Mr. Phillips was proposing a new cell tower at 910 McHenry Road on the Horcher Farm property. He explained AT&T had tried to locate something in the area without putting up a new tower that would still give the coverage needed. There was a possible co-location on a tower to the west but it did not work out. He explained the coverage was needed to fix the current gap in coverage. He provided a slide showing the current coverage.

Mr. Phillips explained that cell phone coverage was now a necessity since some people used it as their only means of communication.

Mr. Phillips noted there were high rises next door but was not an issue with the tower. He explained the property was ideal since it was the last to be developed or may never be developed. He noted the property was a future farm museum on the comprehensive plan.

Mr. Phillips confirmed it would be a multi-carrier tower so it would limit the amount of new towers that would come into town.

Mr. Phillips mentioned that they had looked at the water tower and talked with Public Works but were told they had no interest in having them on the tower. He noted the water tower was not located in their search range. The proposed site was located on the edge of their search range. Ideally, they wanted to go in the middle of the farm or toward Buffalo Grove Road.

No one from the audience came forward with questions or comments.

Commissioner Johnson wanted them to be made to look better. He referred to the towers that were built to look like trees. Mr. Phillips explained they didn't provide as good of coverage because of the interference and the amount of carriers was limited.

Commissioner Johnson questioned why the Village did not want it on the water tower. Mr. Phillips explained he was told that Wheeling was not interested in having them on it. He also mentioned that it was originally outside of their range.

Commissioner Johnson questioned if the existing towers could be increased to provide additional coverage. Mr. Phillips explained they were limited because of topography and obstructions.

Commissioner Johnson referred to the tower on Dundee and Buffalo Grove Roads. Mr. Phillips explained they attempted to co-locate on it but were unable.

Commissioner Steilen questioned the typical lease rate for an antenna. Mr. Phillips stated that typically it was between \$1,000 - \$2,000/month. He could not provide the exact lease rate for the proposed tower since it was not for public knowledge.

Commissioner Steilen mentioned the proposed tower location was approximately 400 feet from the existing Village water tower. Mr. Phillips thought it was a little further. Commissioner Steilen thought the Village had changed their practice for cell towers on water towers several years ago. Mr. Jennings reported there had been one water tower installation completed since that time. He explained that water towers were different heights so carriers didn't want every water tower. Commissioner Steilen referred to the Village's budget crisis. He suggested getting additional revenue by using water towers for cell towers. Commissioner Steilen questioned if the Village had offered any incentives for towers to be on Village property instead of somewhere else. Mr. Jennings reported there were no financial incentives.

Commissioner Steilen suggested that the Village take another look at hosting the antennas on the Village water towers.

Commissioner Steilen was not in favor of the proposed cell tower.

Mr. Phillips explained the water tower was out of their search range. He agreed to explore it. He mentioned that they had already spent thousands of dollars on research, drawings and environmental testing on the proposed site. Commissioner Steilen mentioned the economy had recently changed so they should look at the water tower again.

Chairman Maloney suggested adding a condition that the petitioner goes back to the Village for reconsideration prior to approval by the Village Trustees.

In reply to Commissioner Doetsch's question, Mr. Phillips confirmed they were not also proposing a tower in Buffalo Grove.

Mr. Phillips thought the proposed site was a good choice since it was not surrounded by a lot of residential.

Commissioner Doetsch mentioned that the proposed tower was 150' tall which was 30' taller than the water tower. Mr. Phillips stated the standard height for a tower was approximately 199' but noted they ranged at different heights under 200' because of FAA issues.

Commissioner Doetsch questioned if the petitioner had looked at sites closer to the water tower. Mr. Phillips stated they were at the south edge of their range.

Commissioner Doetsch questioned if they would go on the water tower if the Village allowed it. Mr. Phillips explained he was not the correct person to answer the questions.

Commissioner Doetsch referred to the fall zone and the multi family next door which was located just outside the fall zone. Mr. Phillips confirmed if the tower fell flat (which it never would) it would not hit anything.

Chairman Maloney stated he lived on the south end of the area. He confirmed there was poor coverage in the area.

Mr. Jennings explained the Village starts the process by encouraging carriers to find co-location opportunities on existing tall structures.

Commissioner Steilen mentioned there had been conversation several years ago about moving the water tower but the plans were probably now put on hold due to the financial state of the Village.

Mr. Jennings stated that the Plan Commission had decided to re-open the public portion of the docket.

From the audience, Mr. Alan Wagner, 1517 Sheridan Court in Arlington Club was present and sworn in. Mr. Wagner stated that the water tower could be seen from his backyard and that the proposed tower would also be seen and would be an eyesore.

Commissioner Steilen moved, seconded by Commissioner Doetsch to recommend approval of Docket No. 2009-23, special use and associated site plan approval to permit the installation of a 150' monopole tower (160' with lightning rod) and ground equipment shelter, in accordance with the plans prepared by Site Acquisition Consultants (SAC Wireless), submitted December 11, 2009 (except as noted), for a portion of the property at 910 McHenry Road, Wheeling, Illinois:

- Site Survey received 10.13.2009
- Title Sheet
- Overall Site Plan
- Fall Zone Plan
- Enlarged Site Plan

- West Elevation & North Elevation
- Typical Shelter Elevations
- Details

And with the following conditions:

1. That the petitioner address the following comments from the Fire Department memo dated November 10, 2009:
 - a. That a fire suppression system be installed in the proposed ground equipment shelter per the Village of Wheeling Municipal Code;
 - b. That bollards be placed around the existing propane storage tank that is situated adjacent to the access drive between McHenry Road the proposed transmission tower/ground equipment shelter; and
 - c. That details (generator type, proposed location, fuel type) regarding an emergency generator, if relevant, be submitted for Fire Department Review.
2. That the petitioner returns to the Village to investigate the possibility of co-locating on the water tower to the south prior to consideration by the Board of Trustees.

On the roll call, the vote was as follows:

AYES: Commissioners Doetsch, Johnson, Maloney
NAYS: Commissioner Steilen
ABSENT: Commissioners Dorband and Didier
PRESENT: None
ABSTAIN: Commissioner Ruffatto

There being three affirmative votes, the motion was approved.

[Staff note: As indicated above, the motion was approved. At the hearing, Staff stated that a vote of a majority of the body (four votes) would be required to pass a motion. For the purposes of a vote by the Plan Commission, a majority of a quorum (three votes) is required to pass a motion. A majority of the body is required to pass a motion by the Corporate Authorities.]

Commissioner Doetsch moved, seconded by Commissioner Steilen to close Docket No. 2009-23. The motion was approved by a voice vote.

Respectfully submitted,

Bill Maloney, Chairman
Wheeling Plan Commission/
Sign Code Board of Appeals

**FINDINGS E-MAILED TO THE PC 1-12-10 FOR
APPROVAL AT THE PC MEETING 1-14-10**

SAC Wireless on behalf of AT & T – 910 McHenry Road

Docket No. 2009-23 (special use / site plan approval for cell tower)

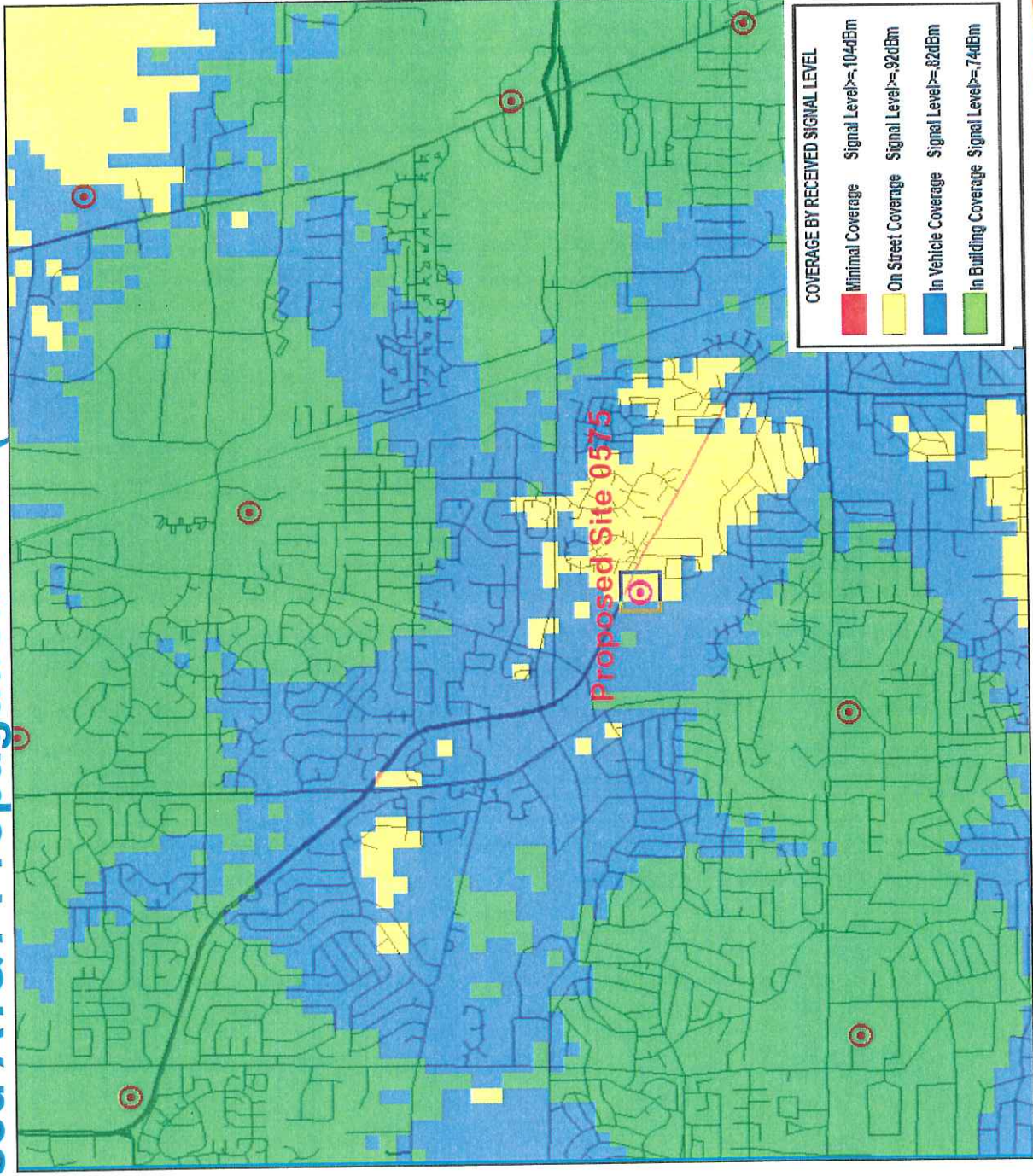
Plan Commission Meeting – December 17, 2009

Village Board Meeting – January 19, 2010 (Tuesday)



Existing conditions

Proposed AT&T Propagation Plot (Without IL0575 NSB)



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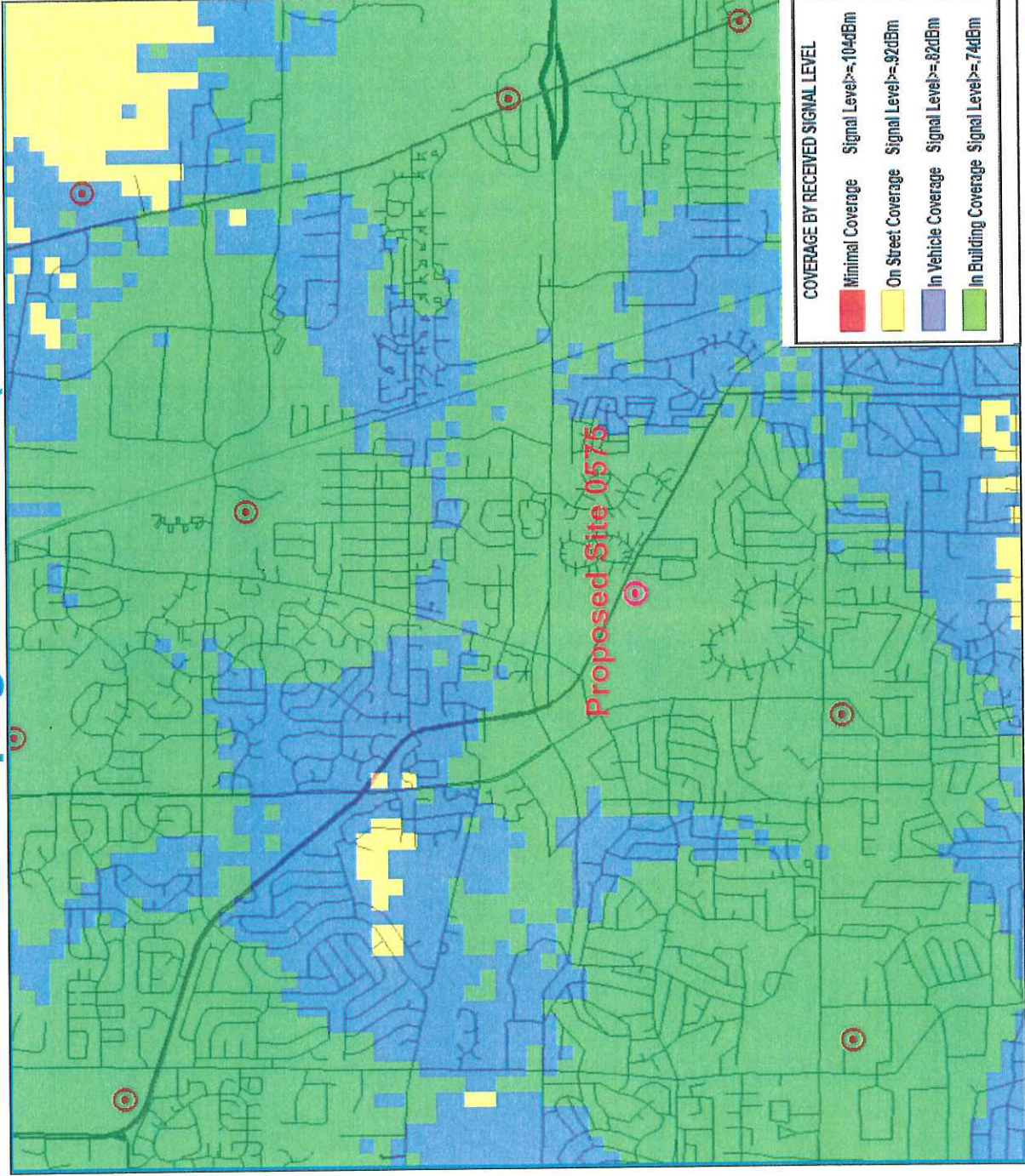
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Community Development

DOCKET 2009-23
AT&T CELL TOWER & EQUIP. BLDG
910 MCHENRY RD SITE



Proposed AT&T Propagation Plot (With IL0575 NSB)



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DEC 21 2009

Community Development

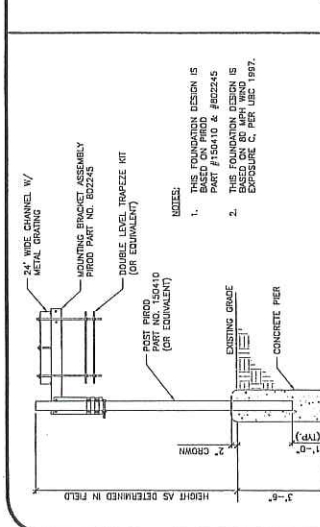
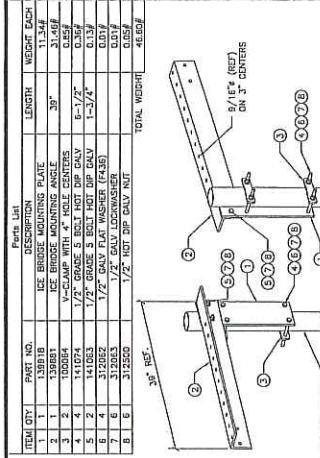
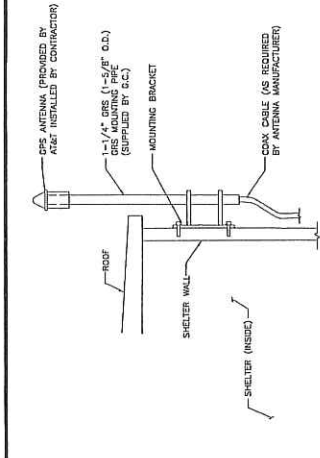
DOCKET 2009-23
AT&T CELL TOWER & EQUIP. BLDG
910 MCHENRY RD SITE



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DEC 11 2009

Community Development

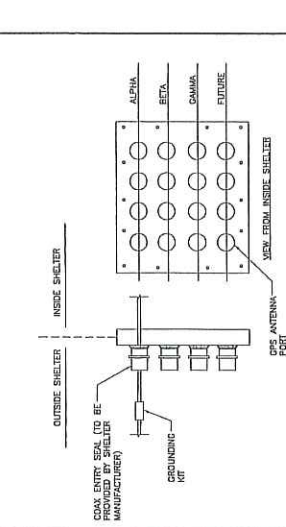
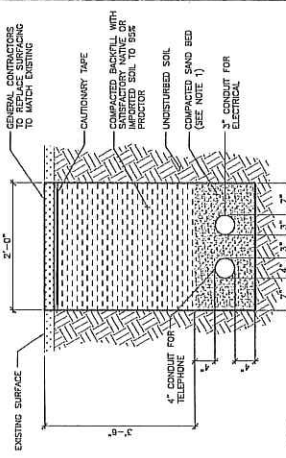
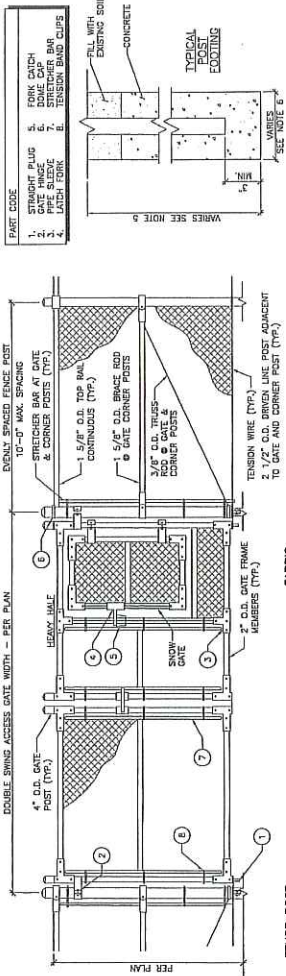


GPS ANTENNA MOUNTING

ICE BRIDGE BRACKET

POWER TRENCH DETAIL

GENERATOR RECEPACLE



CHAIN LINK FENCE DETAIL

UTILITY TRENCH DETAIL

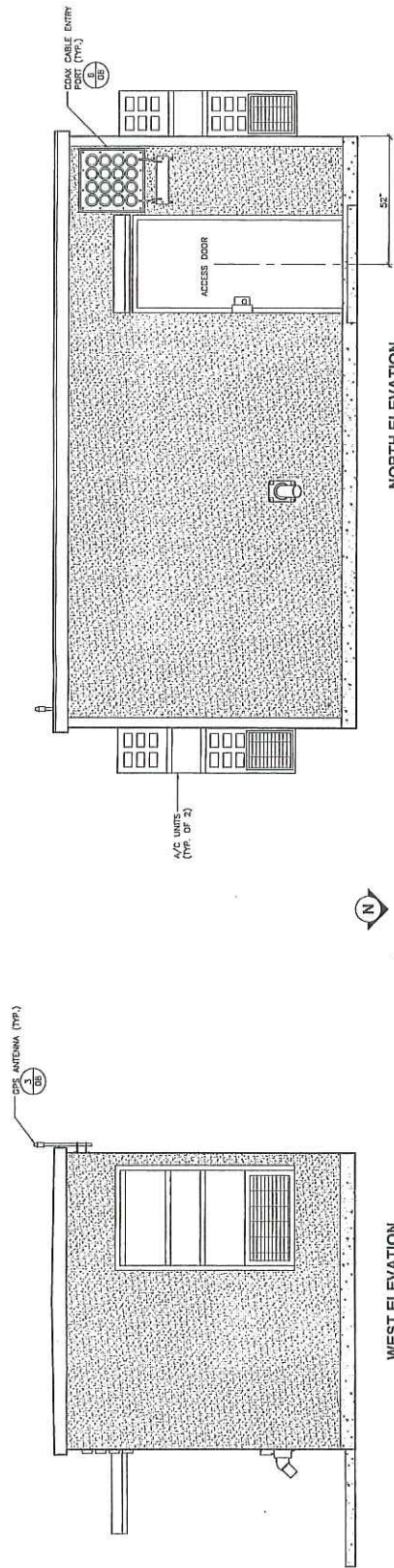
COAX CABLE ENTRY PORT

1. CHAIN LINK FENCE SHALL BE 42" HIGH WITH 2" X 2" SQUARE MESH. FENCE SHALL BE INSTALLED ON TOP OF CONCRETE FOUNDATION. FENCE SHALL BE INSTALLED ON TOP OF CONCRETE FOUNDATION. FENCE SHALL BE INSTALLED ON TOP OF CONCRETE FOUNDATION.

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AT&T WIRELESS logo, project address (635 REMINGTON RD., SUITE A, SCHAUMBURG, IL 60173), project name (AT&T TOWER & EQUIP. BLDG), and other project details.



NOTE:
 1. FOR COMPLETE EXTERIOR & INTERIOR EQUIPMENT
 2. FOR A TYPICAL EQUIPMENT SHELTER FOUNDATION
 PLAN, SEE SHEET OF DETAIL 1.

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 DEC 11 2009
 Community Development

TYPICAL SHELTER ELEVATIONS

SOC WIRELESS
 635 REMINGTON RD.
 SUITE A
 SCHAEFFER, IL 60173
 www.socwireless.com

AT&T
 930 NATIONAL PKWY
 4TH FLR
 SCHAEFFER, IL 60173

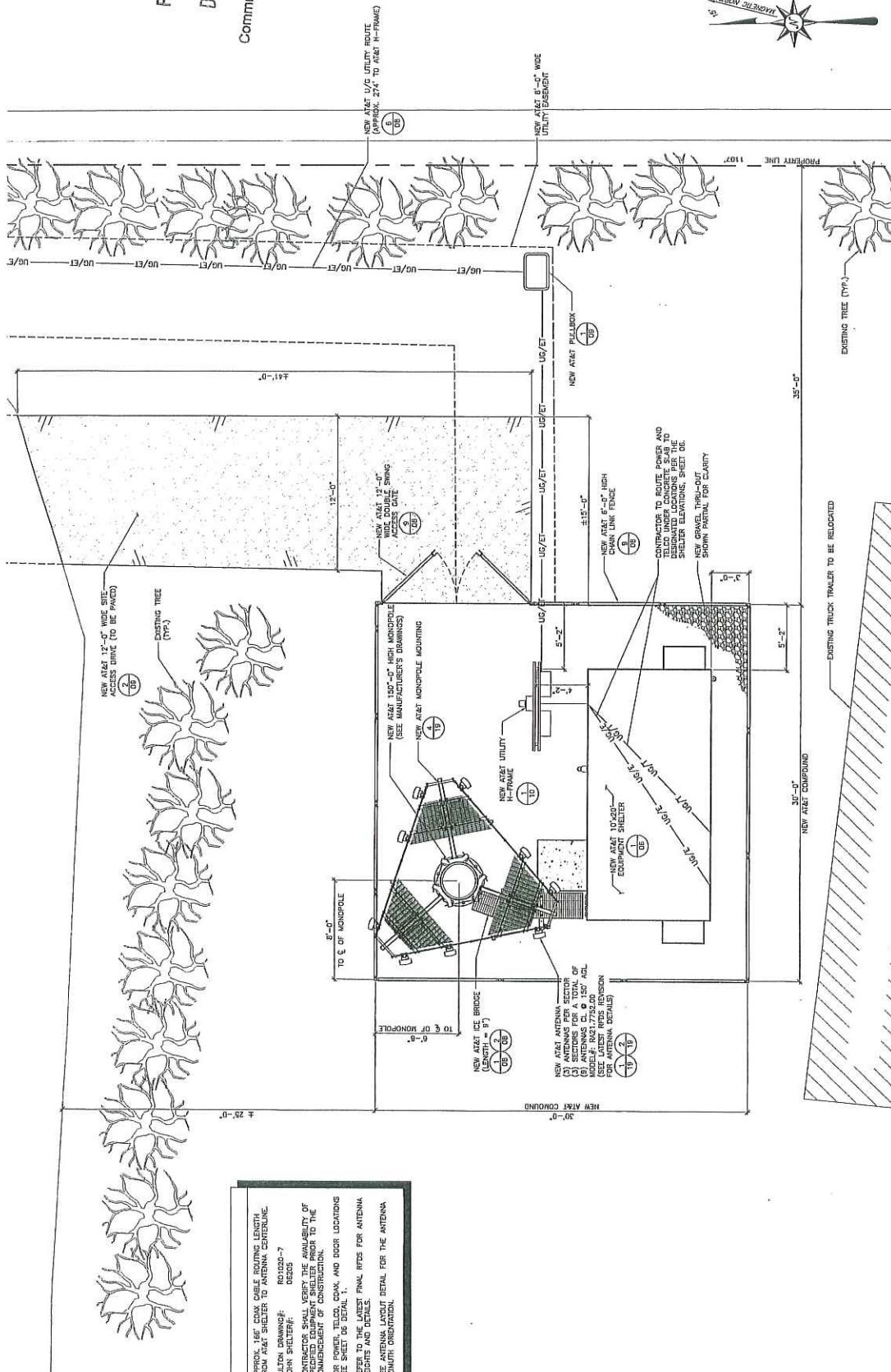
IL0575
 BUFFALO GROVE SOUTH VERNON
 910 McHENRY RD.
 WHEELING, IL 60090

REV.	DATE	DESCRIPTION	BY	CHK	APP
3	12/7/08	COMPOUND RELOCATION - FALL ZONE	J.R.	J.E.	N.T.
2	11/3/08	UTILITY EASEMENT RELOCATION	J.R.	J.E.	N.T.
1	8/26/08	ISSUED FOR BID	J.R.	J.E.	N.T.
0	4/28/08	BOX CONSTRUCTION	M.B.	J.E.	N.T.

LICENSER
 I HEREBY CERTIFY THAT PLANS WERE PREPARED
 AND THAT I AM A DULY REGISTERED ARCHITECT
 UNDER THE LAWS OF THE STATE OF ILLINOIS

TYPICAL SHELTER ELEVATIONS
 SCALE: AS NOTED
 SHEET NUMBER: 1
 SHEET TITLE: TYPICAL SHELTER ELEVATIONS
 Docket 2009-23
 AT&T CELL TOWER EQUIP. BLDG
 910 McHENRY RD SITE

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- NOTES:
- APPROX. 18" COAX CABLE ROUTING LENGTH FROM TOWER SHELTER TO ANTENNA CENTERLINE.
 - PLUTON DRAWING: R01020-7 DEEDS
 - CONTRACTOR SHALL VERIFY THE AVAILABILITY OF POWER, TELLER, COAX, AND DOOR LOCATIONS TO THE CONSTRUCTION OF CONSTRUCTION.
 - FOR POWER, TELLER, COAX, AND DOOR LOCATIONS SEE SHEET 06 DETAIL 1.
 - REFER TO THE LATEST FINAL RFD FOR THE ANTENNA HEIGHTS AND DETAILS.
 - SEE ANTENNA LAYOUT DETAIL FOR THE ANTENNA ASSEMBLY CONSTRUCTION.

ENLARGED SITE PLAN



635 REMINGTON RD.
SUITE A
SCHAUMBURG, IL 60173
www.atandt.com



830 NATIONAL PKWY
4TH FLR
SCHAUMBURG, IL 60173

IL0575
BUFFALO GROVE SOUTH VERNON
910 McHENRY RD.
WHEELING, IL 60090

LICENSER

I HEREBY CERTIFY THAT PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS

REV.	DATE	DESCRIPTION	BY	CHK	APPD
3	12/7/09	COMPUND RELOCATION - FALL ZONE	J.R. J.R.	W.T.	
2	11/2/09	UTILITY EXISTING RELOCATION	J.R. J.R.	W.T.	
1	10/2/09	ISSUED FOR BID	J.R. J.R.	W.T.	
0	4/20/09	SIZE CONSTRUCTION	M.E. J.R.	W.T.	

DOCKET 2009-23
910 McHENRY RD SITE

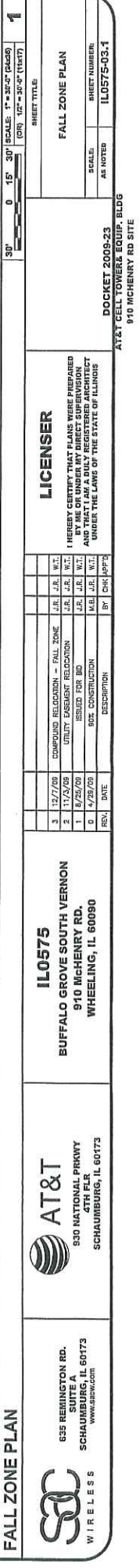
0 1' 2' 4' SCALE: 1/4" = 1'-0" (24x36)
(OR) 1/8" = 1'-0" (11x17)

SHEET TITLE:

ENLARGED SITE PLAN

SCALE:
AS NOTED

SHEET NUMBER:
IL0575-04



PROJECT INFORMATION

SITE NAME: BUFFALO GROVE SOUTH VERNON
 SITE ADDRESS: 910 McHENRY ROAD, WHEELING, IL 60090
 BUILDING CODE: INTERNATIONAL BUILDING CODE 2003
 TAX ID NUMBER: TBD ???
 CURRENT USE: RAW LAND (30'X30' LEASE LOT/ROW)
 PROPOSED USE: TELECOMMUNICATIONS FACILITY

PROPERTY OWNER:
 HORSCHER FAMILY TRUST #1 AND
 HORSCHER FAMILY PARTNERSHIP #2
 1100 McHENRY ROAD
 WHEELING, IL 60090



CONTACT NAME: MIKE HORSCHER
 CONTACT PHONE: 847-541-2278
 LATITUDE: 42.14877800
 LONGITUDE: -87.95077500
 ELEVATION: 823'
 ZONING: M3C
 JURISDICTION: VILLAGE OF WHEELING
 PARCEL: 10048559
 POWER PROVIDER: COMED: 1-800-334-7861
 TELCO PROVIDER: SBC COMMUNICATIONS: 1-800-832-8328



AT&T

IL0575

BUFFALO GROVE SOUTH VERNON
910 McHENRY ROAD
WHEELING, IL 60090
 RAWLAND ON A NEW 150' MONOPOLE

RECEIVED

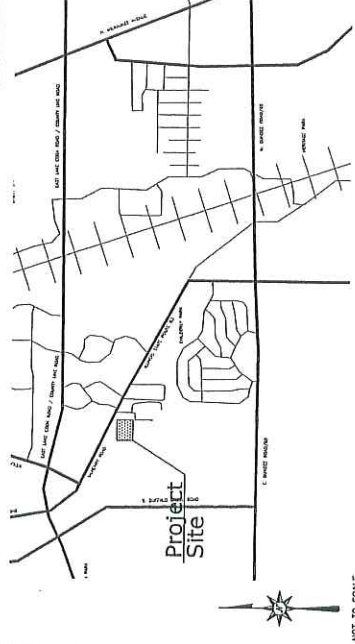
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THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PREPARED IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT AND THE PROFESSIONAL ENGINEERING BOARD ACT, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

VICINITY MAP

1. INTERSTATE 55/110 AND CHICAGO OHARE INTERNATIONAL AIRPORT (O'D).
2. CONTINUE ON I-55 TO CHICAGO OHARE INTERNATIONAL AIRPORT.
3. TURN LEFT AT THE FORK, FOLLOW SONS FOR BUFFALO GROVE/ROCKWOODS.
4. TAKE THE LAST RIGHT OFF I-55 TO CHICAGO OHARE INTERNATIONAL AIRPORT.
5. KEEP LEFT AT THE FORK, FOLLOW SONS FOR BUFFALO GROVE/ROCKWOODS.
6. TURN LEFT AT 1-55/110, FOLLOW SONS FOR BUFFALO GROVE/ROCKWOODS.
7. TURN LEFT AT 1-55/110, FOLLOW SONS FOR BUFFALO GROVE/ROCKWOODS.



APPLICABLE CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AND) FOR THE LOCATION, DESIGN AND CONSTRUCTION OF THE WORK. THE DATE OF THE ADOPTION OF THE CODES SHALL BE SHOWN ON THE DRAWING.

BUILDING CODES:
 INTERNATIONAL BUILDING CODE (IBC), 2003 AS ADOPTED BY LOCAL BUILDING AUTHORITY.

ELECTRICAL CODES:
 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2002, NATIONAL ELECTRICAL CODE, AS ADOPTED BY LOCAL BUILDING AUTHORITY.
 LIGHTING FIXTURES, BUILDING AUTHORITY (NFPA 780 - 2002, LIGHTING PROTECTION CODE).

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, 13TH EDITION.
 AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS (IEEE), IEEE STANDARD FOR ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES, IN 107, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS.

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE".

IEEE 524-1, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE").

TELECOMMUNICATIONS (IEEE) 100, GENERAL INSTALLATION REQUIREMENTS.

ANSI T1-311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION.

FOR ANY CONFLICT BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OR EQUIPMENT, THE MOST STRINGENT REQUIREMENT SHALL GOVERN.

EQUIPMENT AREA IS UNARMED AND NOT FOR HUMAN INhabitation. HANDICAPPED ACCESS REQUIREMENTS AND FLOORING FACILITIES ARE NOT REQUIRED.

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT SHELTER FOR AT&T'S WIRELESS TELECOMMUNICATIONS NETWORK. A TOTAL OF (9) NEW ANTENNAS, MOUNTED TO A NEW 150'-0" HIGH MONOPOLE, (1) 10'X20' EQUIPMENT SHELTER AND UTILITY H-FRAME WITHIN A NEW 30'X30' CHAIN LINK COMPOUND.

PROJECT TEAM INFORMATION

CLIENT: A/T
 COMPANY: SAC WIRELESS LLC
 WILL DATE: RICK COBENELL
 NUMBER: (616) 846-8302
 (630) 968-1470

IL0575
BUFFALO GROVE SOUTH VERNON
910 McHENRY RD.
WHEELING, IL 60090



635 REMINGTON RD., SUITE 100, SCHAUMBURG, IL 60173
 WWW.AT&T.COM



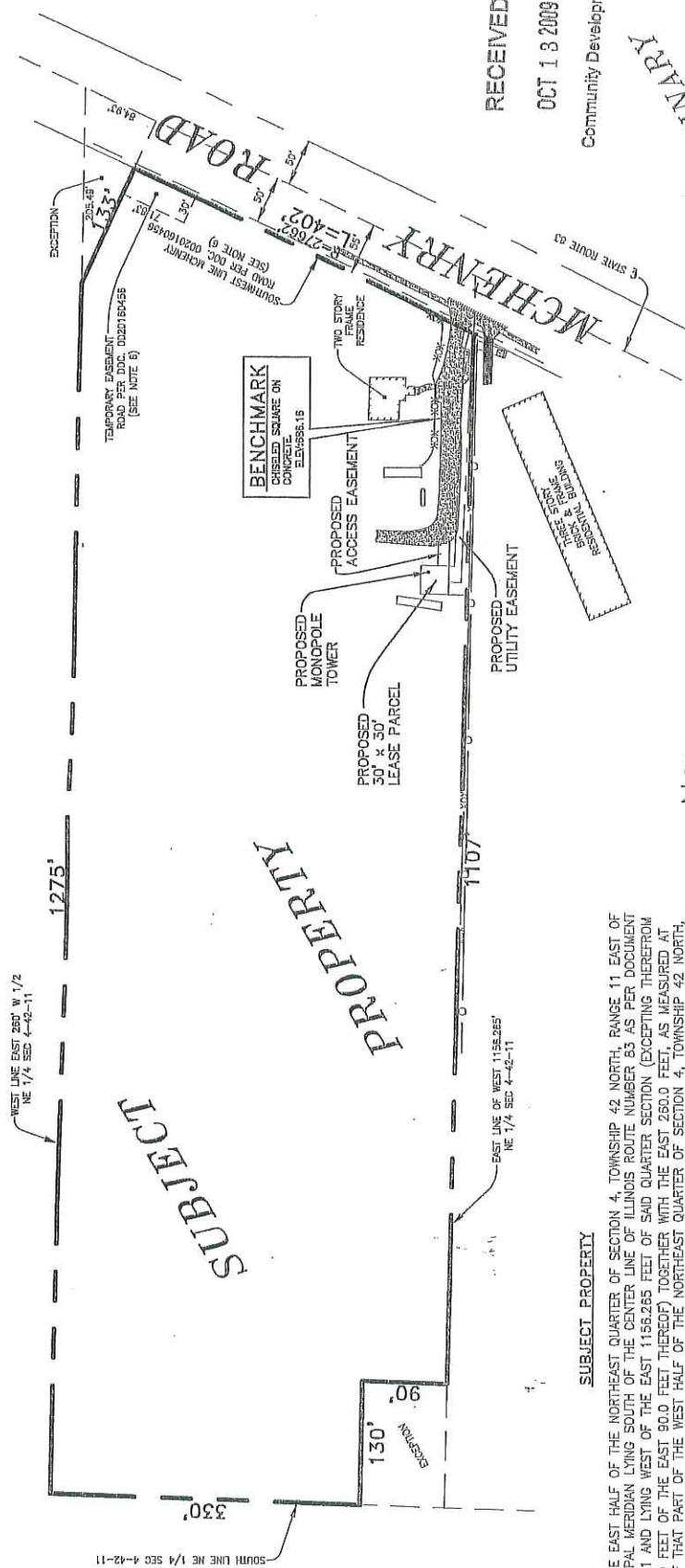
LICENSER

I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS.

REV	DATE	DESCRIPTION	BY	CHK	APP
3	12/7/09	COMPOUND RELOCATION - FALL ZONE	J.E.	J.E.	W.C.
2	11/3/09	UTILITY EXEMPTION RELOCATION	J.E.	J.E.	W.C.
1	6/23/08	ISSUED FOR BID	J.E.	J.E.	W.C.
0	4/29/08	BOX CONSTRUCTION	J.E.	J.E.	W.C.

DOCKET 2009-23
 AT&T CELL TOWER & EQUIP. BLDG
 910 McHENRY RD SITE

IL0575-01
TITLE SHEET
 SCALE: AS NOTED
 SHEET NUMBER: IL0575-01



SUBJECT PROPERTY

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF ILLINOIS ROUTE NUMBER 83 AS PER DOCUMENT NUMBER 10825231 AND LYING WEST OF THE EAST 1155.265 FEET OF SAID QUARTER SECTION (EXCEPTING THEREFROM THE SOUTH 130.0 FEET OF THE EAST 90.0 FEET THEREOF) TOGETHER WITH THE EAST 260.0 FEET, AS MEASURED AT THE ANGLE OF THE PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF ILLINOIS ROUTE NUMBER 83 AS PER DOCUMENT NUMBER 10825231, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 260.0 FEET WITH THE CENTER LINE OF ILLINOIS ROUTE NUMBER 83, AS AFORESAID; THENCE SOUTHEASTERLY, ALONG THE CENTER LINE OF SAID ROAD, BEING A CURVED LINE, CONVEY TO THE NORTHEAST AND HAVING A RADIUS OF 27,717.40 FEET, A DISTANCE OF 84.93 FEET, AND MEASURED THENCE SOUTHWESTERLY, ALONG A RADIAL LINE OF SAID CURVE, A DISTANCE OF 187.27 FEET TO AN INTERSECTION OF SAID RADIAL LINE WITH THE WEST LINE OF THE EAST 260.0 FEET, AFORESAID; THENCE NORTH, ALONG SAID WEST LINE, 205.49 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF LYING NORTHEAST OF A LINE 55 FEET SOUTHWEST OF AND PARALLEL WITH SAID CENTER LINE OF STATE ROUTE 63, IN COOK COUNTY, ILLINOIS.

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PRELIMINARY

This survey submitted from original submitted

835 REWINSTON RD. SUITE A SCHLAUSBURG, IL 60173 WIRELESS		930 NATIONAL PERRY 4TH FL. SCHLAUSBURG, IL 60173		HORSeshOE COUNTRY FLOWERS 910 MCHENRY ROAD WHEELING, IL 60090		LUNDBERG SURVEYING & MAPPING 10300 W. 130TH STREET PALOS HILLS, ILLINOIS 60465-1523 PHONE (708) 988-5727 PROJECT No. 08-04-035	
SHEET TITLE SITE SURVEY		SCALE AS NOTED		SHEET NUMBER PAGE 1 OF 3		SHEET TITLE SITE SURVEY	
REV. DATE DESCRIPTION D 1/25/09 PRELIMINARY		BY DATE DESCRIPTION T.C. ALL		PROJECT No. 08-04-035		SHEET TITLE SITE SURVEY	